



AGENDA FOR THE REGULAR MEETING OF THE FINANCE / PERSONNEL COMMITTEE

1 of 136

Date and Time:

Tuesday, July 12, 2022 6:00 P.M.

Location:

City Hall, Committee Room #205, 101 South Blvd. Baraboo

Members Noticed:

Scott Sloan, Jason Kent, Joel Petty

Others Noticed:

Department Heads (*agenda only*), City Admin. C. Bradley, B. Zeman, Post at Library, Media

MEMBERS not attending must notify the Chairperson at least 24 hours before the meeting.

1. Call Meeting to Order

- Roll Call of Membership.
- Note compliance with Open Meeting Law
- Approve minutes of June 28, 2022.
- Approve agenda.

2. Action Items

- Accounts Payable** – Review and recommendation to Common Council on paying \$668,447.95.
- Expansion of TID #8** – Review and recommendation to Common Council to consider possible action on a “Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 8.” (*Bradley*)
- Expansion of TID #11** – Review and recommendation to Common Council to consider possible action on a “Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 11.” (*Bradley*)
- Development Agreement** – Review and recommendation to Common Council to consider approving Development Agreement on behalf of the City with KMD, LLC for construction of the condominium development located between Waldo St. and Parkside Ave. (*Bradley*)

3. Discussion Items

- Purchasing Policy

4. Adjournment

Scott Sloan, Chairperson

Agenda prepared by B. Zeman & posted on 07/08/2022

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 South Blvd., Baraboo, WI or phone (608) 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

Members Present: Sloan, Kent, Petty

Absent:

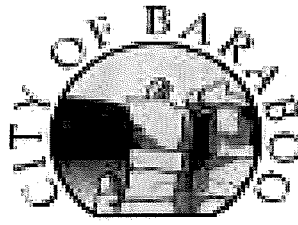
Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, R. Sinden, T. Pinion, Greg Johnson (Ehlers), Rainey Briggs

Call to Order –Ald. Sloan called the meeting to order at 6:15p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of June 14, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$907,224.25**. Motion carried unanimously.
- b) **Uncollectible Accounts** – The Committee reviewed the list of uncollectible amounts of \$369.23 of Delinquent Personal Property, \$3,367.97 of Accounts Receivable, and \$5,298.58 of Utility Accounts Receivable. Moved by Petty, seconded by Kent to recommend to Common Council to approve writing off uncollectible accounts. Motion carried unanimously.
- c) **Police Chief Job Description** – Adm. Bradley presented the Committee with an updated job description for the Police Chief. This job description has changed significantly and has been reviewed by legal counsel. Motion by Kent, seconded by Petty to recommend to Council to approve the revised job description for the Police Chief. Motion carried unanimously.
- d) **Award Sale of General Obligation Bonds** – Greg Johnson with Ehlers presented the results of the bond issuance sale. The purpose of these bonds was 1) Street Improvements and 2) TID #10 Projects. These bonds were sold as Non-Bank Qualifying Bonds. Under the IRS tax code if a community issues less than \$10M of tax-exempt debt in a calendar year that means the debt can be sold as a “Bank Qualified”. If you are issuing more than \$10M it is Non-Bank Qualified. Since the city had issued interim financing for the library, TID #12 projects, and the anticipation of financing for the Fire/EMS Station, plus these bonds, the cumulative total of all debt is in excess of \$10M. Bank Qualification means that if bonds are bank qualified the underwriter, or bank, that purchases the bonds gets more favorable tax treatment. Interest paid for Non-Qualified bonds is treated differently for tax purposes. With Non-Bank Qualified bonds, you typically see slightly higher interest rate. In today’s market it’s not uncommon that they see fewer bids on Non-Bank Qualified debt. Only one bid was received from BAIRD who partnered with numerous other banks and underwriters. The true interest cost of the bonds came in at 3.8308%, the total debt service cost for the bonds came in at \$3,749,954. These bonds do count towards our statutory limit of debt; the USDA loans do not. Based off our existing general obligation debt outstanding plus these bonds, we will end this fiscal year right at where we started, about 31% of our debt limit. The City’s Moody rating at “Aa3” has again been affirmed. Moved by Kent, seconded by Petty to recommend to Council approve awarding the sale of \$2,555,000 General Obligation Corporate Purpose Bonds, Series 2022A. Motion carried unanimously.

Adjournment – Moved by Petty, seconded by Kent and carried to adjourn at 6:44pm.
Brenda Zeman, City Clerk

**City of Baraboo, Wisconsin***Finance Department**101 South Boulevard**Baraboo, WI 53913*

July 12, 2022

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	\$ 222,197.90	July 8, 2022
Utility	\$ 72,665.81	June 30, 2022
ACH	\$ 374.71	June 30, 2022
Payroll Remittance Checks	\$ 373,209.53	June 1, 2022
Department Purchasing Cards	\$ -	
Total expenditures	\$ 668,447.95	

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 1
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
194324							
07/08/2022	194324	AMAZON.COM	197W-1CVG-	07/01/2022	PD- BATTERIES FOR SQUAD RI	100-20-52110-392-000	9.50
07/08/2022	194324	AMAZON.COM	197W-1CVG-	07/01/2022	PD- AVERY LABELS, NOTEBOO	100-20-52130-310-000	21.96
07/08/2022	194324	AMAZON.COM	197W-1CVG-	07/01/2022	PD- NITRILE GLOVES	100-20-52120-392-000	151.38
07/08/2022	194324	AMAZON.COM	197W-1CVG-	07/01/2022	PD- 2TB HARD DRIVE FOR SQU	100-20-52130-310-000	61.99
07/08/2022	194324	AMAZON.COM	197W-1CVG-	07/01/2022	PD- 2TB HARD DRIVE FOR OAK	100-20-52130-310-000	61.99
07/08/2022	194324	AMAZON.COM	1CMG-CWX	07/01/2022	ADMIN-11X17 PAPER	100-14-51400-310-000	58.46
07/08/2022	194324	AMAZON.COM	1CMG-CWX	07/01/2022	FIN-3" 3 RING D-BINDERS,,5" 3-	100-11-51500-310-000	242.33
07/08/2022	194324	AMAZON.COM	ILHR-1MHQ-	07/01/2022	ZOO-NESTING EGGS	100-52-55410-340-000	29.98
07/08/2022	194324	AMAZON.COM	ILHR-1MHQ-	07/01/2022	CC-HANDSOAP	100-52-55130-340-000	249.50
07/08/2022	194324	AMAZON.COM	ILHR-1MHQ-	07/01/2022	CC-SECURITY CAMERAS	100-52-55130-340-000	112.86
07/08/2022	194324	AMAZON.COM	ILHR-1MHQ-	07/01/2022	ZOO-GUINEA PIG FOOD	100-52-55410-342-000	16.49
Total 194324:							1,016.44
194325							
07/08/2022	194325	ASTI SAWING INC	47910	06/17/2022	ENG-SIDEWALK SAWING	100-30-53430-270-000	3,978.56
Total 194325:							3,978.56
194326							
07/08/2022	194326	AT&T MOBILITY	2873029191	07/05/2022	PD- PHONES	100-20-52110-220-000	652.00
07/08/2022	194326	AT&T MOBILITY	2873029191	07/05/2022	PD- MODEMS	100-20-52110-270-000	431.88
Total 194326:							1,083.88
194327							
07/08/2022	194327	AUGELLI CONCRETE & E	REQUEST #	06/28/2022	PW-2022 SIDEWALK MAINTENA	100-30-53430-270-000	40,371.15
Total 194327:							40,371.15
194328							
07/08/2022	194328	BADGER GLASS LLC	0001017	06/28/2022	CC-REPLACEMENT WINDOW G	100-52-55130-260-000	139.33
Total 194328:							139.33
194329							
07/08/2022	194329	BARABOO POWER EQUI	106577	06/27/2022	PK-LEAF BLOWER & GRASS TR	100-52-55200-392-000	638.23
07/08/2022	194329	BARABOO POWER EQUI	107696	06/16/2022	CC-LEAF BLOWER CAP	100-52-55130-250-000	4.15
Total 194329:							642.38
194330							
07/08/2022	194330	BARABOO UTILITIES	9701365	06/22/2022	CC-WATER MAIN BREAK PROP	100-52-55130-260-000	1,013.89
Total 194330:							1,013.89
194331							
07/08/2022	194331	BARABOO-DELLS FLIGH	21665	06/14/2022	AIR-FERRIS GAS	630-35-53510-348-000	78.11
07/08/2022	194331	BARABOO-DELLS FLIGH	21665	06/14/2022	AIR-TRACTOR FUEL	630-35-53510-348-000	150.00
07/08/2022	194331	BARABOO-DELLS FLIGH	21679	06/27/2022	AIR-NEW FUEL SYSTEM GARB	630-35-53510-392-000	147.00
Total 194331:							375.11
194332							
07/08/2022	194332	BERNANDER, KATHLEEN	17080	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	100.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 2
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 194332:							100.00
194333							
07/08/2022	194333	BILLS, MARY	17400	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194333:							40.00
194334							
07/08/2022	194334	BISCH, MICHAEL	060117	06/23/2022	ZOO - HAY BALES	100-52-55410-342-000	600.00
Total 194334:							600.00
194335							
07/08/2022	194335	BLUESTONE SAFETY PR	1781	04/29/2022	PD- VOLTZ CUSTOMIZED CARR	100-20-52110-346-000	546.10
Total 194335:							546.10
194336							
07/08/2022	194336	BOMKAMP, DANIELLE	17254	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194336:							40.00
194337							
07/08/2022	194337	CAPITAL ONE	1642592010-	06/24/2022	POOL-SUPPLIES	100-53-55420-340-000	86.02
07/08/2022	194337	CAPITAL ONE	1642592010-	06/24/2022	PK-SOFTBALL SCOREBOOKS	100-53-55300-340-090	8.96
07/08/2022	194337	CAPITAL ONE	1642592010-	06/24/2022	POOL-SUPPLIES	100-53-55420-340-000	48.81
07/08/2022	194337	CAPITAL ONE	1642592010-	06/24/2022	POOL-SUPPLIES	100-53-55420-340-000	17.80
Total 194337:							161.59
194338							
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	MAYOR-101 S BLVD PHONE	100-10-51410-220-000	15.48
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	ATTORNEY-101 S BLVD PHONE	100-13-51300-220-000	15.48
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	ADMIN-101 S BLVD PHONE	100-14-51400-220-000	23.22
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	FINANCE-101 S BLVD PHONE	100-11-51500-220-000	30.96
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	PS/ADMIN BLDG-101 S BLVD	100-11-51640-220-000	129.56
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	FIRE -101 S BLVD PHONE	100-21-51610-220-000	11.45
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	WATER-101 S BLVD PHONE	100-00-15640-000	34.83
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	SEWER-101 S BLVD PHONE	100-00-15610-000	50.31
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	AMBULANCE-NETWORK PHON	100-00-15620-000	42.57
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	ASSESSOR-101 S BLVD PHONE	100-11-51530-220-000	11.61
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	TREASURER-101 S BLVD PHON	100-11-51520-220-000	23.22
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	POLICE-101 S BLVD PHONE	100-20-52110-220-000	263.13
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	FIRE-101 SOUTH BLVD PHONE	100-21-52200-220-000	54.18
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	BLDG INSP-101 S BLVD PHONE	100-22-52400-220-000	11.61
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	ENGINEER-101 S BLVD PHONE	100-30-53100-220-000	30.96
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	PUBLIC WORKS-101 S BLVD PH	100-31-53230-220-000	54.18
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	PARKS-101 S BLVD PHONE	100-52-55200-220-000	38.70
07/08/2022	194338	CENTURYLINK	301217856-0	06/17/2022	RECREATION-101 S BLVD PHO	100-53-55300-220-000	19.35
07/08/2022	194338	CENTURYLINK	301217859-0	06/17/2022	CC-PHONE	100-52-55130-220-000	95.28
07/08/2022	194338	CENTURYLINK	301217859-0	06/17/2022	ZOO-PHONE	100-52-55410-220-000	13.65
07/08/2022	194338	CENTURYLINK	301217859-0	06/17/2022	POOL-PHONE	100-53-55420-220-000	67.99
07/08/2022	194338	CENTURYLINK	301300963-0	06/17/2022	AIR-MAY 2022 PHONE	630-35-53510-220-000	64.02

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 3
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 194338:							1,101.74
194339							
07/08/2022	194339	CINTAS CORPORATION	4122960904	06/21/2022	PW-MOP FRAME; SHOP TOWEL	100-31-53270-340-000	134.61
07/08/2022	194339	CINTAS CORPORATION	4123644650	06/28/2022	CITY-MATS	100-11-51640-260-000	24.22
07/08/2022	194339	CINTAS CORPORATION	4123644690	06/28/2022	FD - RUGS	100-21-51610-260-000	68.27
07/08/2022	194339	CINTAS CORPORATION	4123644695	06/28/2022	PW-SCRAPER MATS; URINAL M	100-31-53270-340-000	86.75
07/08/2022	194339	CINTAS CORPORATION	4124210824	07/05/2022	CITY-MATS	100-11-51640-260-000	24.22
Total 194339:							338.07
194340							
07/08/2022	194340	CITY TREASURER - WAT	95-0050-063	06/30/2022	95-0050 PIERCE PARK HOCKEY	100-52-55200-221-000	391.57
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	94-2125 QTR WATER & SEWER	100-11-51640-221-000	599.65
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	94-2125 QTR STORMWATER BIL	100-11-51640-226-000	369.30
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	94-2125 QTR STREET LIGHT BIL	100-11-51640-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	99-0378 QTR LAND-SALE-STOR	460-10-56800-226-000	12.31
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	99-TIF8SW QTR TIF 8 STORMW	380-10-56600-226-000	224.54
07/08/2022	194340	CITY TREASURER - WAT	CITY-063022	06/30/2022	99-TIF8SL QTR- TIF 8 STREET L	380-10-56600-227-000	31.12
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	51-0010 QTR-135 4TH ST WATE	100-21-51610-221-000	411.63
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	51-0010,99-00396 QTR-135 4TH	100-21-51610-226-000	211.73
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	51-0010,99-00396 QTR-135 4TH	100-21-51610-227-000	31.12
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	513-0010 QTR-120 5TH ST WAT	100-21-51620-221-000	56.08
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	53-0010, QTR-120 5TH ST STOR	100-21-51610-226-000	48.01
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	53-0010 QTR-120 5TH ST STRE	100-21-51610-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	FIRE-063022	06/30/2022	51-0020 QTR-FIRE DEPT WATE	100-21-52200-221-000	101.69
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-221-000	563.67
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-226-000	421.00
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	99-0000 PARKS LAND STORMW	100-52-55200-226-000	1,430.44
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	99-0000 PARKS LAND STREET L	100-52-55200-227-000	140.04
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-221-000	2,822.41
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-226-000	664.74
07/08/2022	194340	CITY TREASURER - WAT	PARKS1-063	06/30/2022	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	60-0660 ZOO LANE OCHSNER P	100-52-55410-221-000	1,283.34
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	60-0660 ZOO LANE OCHSNER P	100-52-55410-226-000	236.35
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	60-0660 ZOO LANE OCHSNER P	100-52-55410-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	60-0810 903 PARK ST OCHSNE	100-52-55410-221-000	618.49
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	60-0650 731 RIDGE ST WATER	100-52-55200-221-000	183.12
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	62-0600 639 2ND AVE ATH FIEL	100-52-55200-221-000	499.38
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	62-0600 639 2ND AVE ATH FIEL	100-52-55200-226-000	51.70
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	62-0600 639 2ND AVE ATH FIEL	100-52-55200-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	62-0980 217 1ST AVE/ZANTOW	100-52-55200-221-000	125.53
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	67-1005 LANGER SHELTER WAT	100-52-55200-221-000	131.51
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	87-0115 CITY VIEW PARK WATE	100-52-55200-221-000	58.92
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	87-0115 CITY VIEW PARK STOR	100-52-55200-226-000	68.94
07/08/2022	194340	CITY TREASURER - WAT	PARKS2-063	06/30/2022	87-0115 CITY VIEW PARK STRE	100-52-55200-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	78-0976 MILL RACE SHELTER W	100-52-55200-221-000	67.44
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	78-0976 MILL RACE SHELTER/D	100-52-55200-226-000	183.42
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	78-0976 MILL RACE SHELTER S	100-52-55200-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	92-0990 STEINHORST PARK WA	100-52-55200-221-000	406.47
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	92-0990 STEINHORST PARK ST	100-52-55200-226-000	125.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	92-0990 STEINHORST PARK ST	100-52-55200-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	92-0991 STEINHORST- SOCCER	100-52-55200-221-000	273.00
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	94-1260 ATTRIDGE PARK COMM	100-52-55200-221-000	54.37

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 4
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	95-0040 1100 WALNUT ST PIER	100-52-55200-221-000	649.78
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	95-0040 1100 WALNUT ST PIER	100-52-55200-226-000	777.99
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	95-0040 1100 WALNUT ST PIER	100-52-55200-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PARKS3-063	06/30/2022	95-0070 PIERCE PARK FIELD 4	100-52-55200-221-000	411.16
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	99-PRKGLT QTR PARKING LOT	100-31-53450-226-000	494.14
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	99-PRKGLT QTR-PARKING LOT	100-31-53450-227-000	186.72
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0940 QTR-450 ROUNDHOUS	100-31-53270-221-000	1,174.85
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0940 QTR-450 ROUNDHOUS	100-31-53270-226-000	1,543.67
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0940 QTR-450 ROUNDHOUS	100-31-53270-227-000	15.56
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0990 QTR-BRIAR STREET S	100-31-51630-221-000	53.25
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0990 QTR-BRIAR STREET S	100-31-51630-226-000	2,145.64
07/08/2022	194340	CITY TREASURER - WAT	PW-063022	06/30/2022	64-0990 QTR-BRIAR STREET S	100-31-51630-227-000	15.56
Total 194340:							20,522.51
194341							
07/08/2022	194341	CIVIC SYSTEMS LLC	CVC21966	06/20/2022	FIN-MIBUDGET LICENSE FEES,	100-11-51500-250-000	5,000.00
07/08/2022	194341	CIVIC SYSTEMS LLC	CVC21992	06/27/2022	FIN-JULY 22 TO DEC 22 SOFWA	100-11-51500-250-000	11,705.00
Total 194341:							16,705.00
194342							
07/08/2022	194342	CLANCY SYSTEMS	BW2205	06/23/2022	PD- SUPPORT/NOTICE FEES M	100-20-52110-270-000	978.56
Total 194342:							978.56
194343							
07/08/2022	194343	CORE & MAIN LP	Q936237	05/26/2022	ENG-DUCTILE IRON, MANUF SU	312-10-59297-920-000	5,536.00
07/08/2022	194343	CORE & MAIN LP	Q995684	06/09/2022	PW-STORM SEWER PIPE; LAKE	950-36-83100-422-000	1,361.00
Total 194343:							6,897.00
194344							
07/08/2022	194344	CROELL REDI-MIX INC	632584	06/16/2022	PW-GUMZ SIDEWALK CONCRE	100-31-53300-410-000	1,769.00
07/08/2022	194344	CROELL REDI-MIX INC	634795	06/23/2022	PW-GUMZ SIDEWALK CONCRE	100-30-53430-270-000	801.00
07/08/2022	194344	CROELL REDI-MIX INC	635650	06/24/2022	PW-BASIN REPAIRS	950-36-83100-410-000	517.00
07/08/2022	194344	CROELL REDI-MIX INC	636454	06/27/2022	PW-2/3 ALLEY	100-31-53310-410-000	582.55
07/08/2022	194344	CROELL REDI-MIX INC	638145	07/07/2022	PW-BASIN REPAIR	950-36-83100-410-000	336.00
Total 194344:							4,005.55
194345							
07/08/2022	194345	D.L. GASSER CONSTRU	5000025889	06/20/2022	PW-5.740 TON HOTMIX	100-31-53300-371-000	371.67
07/08/2022	194345	D.L. GASSER CONSTRU	5000025923	06/22/2022	PW-2 TON COLD MIX	100-31-53300-379-000	154.00
07/08/2022	194345	D.L. GASSER CONSTRU	5000025936	06/23/2022	PW-3.920 TON COLD MIX	100-31-53300-379-000	301.84
Total 194345:							827.51
194346							
07/08/2022	194346	DIAMOND CONCRETE db	1420	07/05/2022	PW-GEM SERVICE- REPLACED	100-31-51630-260-000	550.00
Total 194346:							550.00
194347							
07/08/2022	194347	DOLGNER, KAYLI	17100	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 5
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 194347:							40.00
194348							
07/08/2022	194348	DOLPHIN, BRITTANY	17115	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194348:							40.00
194349							
07/08/2022	194349	DUHR, BECKY	17087	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	50.00
Total 194349:							50.00
194350							
07/08/2022	194350	FAIRFIELD CONCRETE L	06232022	06/23/2022	AIR-FUEL TANK CONCRETE PA	630-35-53510-251-000	3,410.00
07/08/2022	194350	FAIRFIELD CONCRETE L	6/27/2022	06/27/2022	PW-SIDEWALK 8TH & EAST ST	100-30-53430-270-000	2,887.94
Total 194350:							6,297.94
194351							
07/08/2022	194351	FASTENAL COMPANY	WIBAR23492	06/06/2022	PW-CONCRETE & ASPHALT BL	100-31-53300-340-000	312.27
07/08/2022	194351	FASTENAL COMPANY	WIBAR23492	06/06/2022	PW-GARBAGE BAGS FOR DOW	100-31-53620-340-000	153.03
Total 194351:							465.30
194352							
07/08/2022	194352	GALLS QUARTERMASTE	021431231	06/16/2022	PD- FLEX BADGES	100-20-52110-392-000	79.54
Total 194352:							79.54
194353							
07/08/2022	194353	HD SUPPLY FACILITIES	9204090197	06/23/2022	CC-COFFEE POTS	100-52-55130-340-000	269.12
Total 194353:							269.12
194354							
07/08/2022	194354	HERREWIG, GWEN	17538	06/23/2022	POOL-CANCELLED LESSONS R	100-53-46750-220	40.00
Total 194354:							40.00
194355							
07/08/2022	194355	HILL-DALE VETERINARY	310514	06/28/2022	PD- K9 RIGGS GIARDIA TEST &	100-20-52140-211-420	80.00
Total 194355:							80.00
194356							
07/08/2022	194356	HOHLS FARM SUPPLY IN	86808	06/28/2022	ZOO-ANIMAL FEED	100-52-55410-342-000	288.57
Total 194356:							288.57
194357							
07/08/2022	194357	HRON, MAUREEN	17465	06/22/2022	POOL-AQUA ZUMBA REFUND	100-53-46750-231	40.00
Total 194357:							40.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 6
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
194358							
07/08/2022	194358	JERDEE, SAMANTHA	17979	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194358:							40.00
194359							
07/08/2022	194359	JOHN DEERE FINANCIAL	1111-14808-0	06/25/2022	AIR-FERRIS DECK REPAIR MCF	630-35-53510-250-000	135.78
07/08/2022	194359	JOHN DEERE FINANCIAL	1111-14808-0	06/25/2022	AIR-STEPLADDER, ALU LADDE	630-35-53510-392-000	280.07
07/08/2022	194359	JOHN DEERE FINANCIAL	1111-14808-0	06/25/2022	AIR-LANDPRIDE REPAIR	630-35-53510-250-000	198.78
Total 194359:							614.63
194360							
07/08/2022	194360	KIMPFBECK, ZACHARY	17427	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194360:							40.00
194361							
07/08/2022	194361	KRIETE TRUCK CENTER-	X106003642:	06/16/2022	PW-#83 DIFFERENTIAL	100-31-53635-350-000	3,879.00
Total 194361:							3,879.00
194362							
07/08/2022	194362	KWIK TRIP	0046846906	06/30/2022	PD- SQUAD GAS CHARGES	100-20-52110-348-000	6,030.00
07/08/2022	194362	KWIK TRIP	0046846906	06/30/2022	PD- CSO VAN GAS CHARGES	100-20-54110-348-000	278.80
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 GARBAGE FUEL	100-31-53620-348-000	3,031.91
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 RECYCLING FU	100-31-53635-348-000	1,360.63
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 MACHINERY EQ	100-31-53240-348-000	2,837.59
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 STORMWATER	950-36-81000-348-000	1,494.32
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 TREES & BRUS	100-31-53370-348-000	400.94
07/08/2022	194362	KWIK TRIP	465642 7/1/2	07/01/2022	PW-JUNE 2022 STREET MAINT	100-31-53300-348-000	3,879.50
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 GARBAGE FUEL	100-31-53620-348-000	2,503.38
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 RECYCLING FUE	100-31-53635-348-000	1,218.09
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 STORMWATER F	950-36-81000-348-000	1,699.53
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 TREES & BRUSH	100-31-53370-348-000	496.28
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 STREET MAINT	100-31-53300-348-000	2,841.02
07/08/2022	194362	KWIK TRIP	465642-0601	06/01/2022	PW-MAY 2022 MACHINERY EQU	100-31-53240-348-000	1,958.89
07/08/2022	194362	KWIK TRIP	468701-6302	06/30/2022	PK-GAS	100-52-55200-348-000	2,909.58
Total 194362:							32,940.46
194363							
07/08/2022	194363	LAFORCE INC	1195087	06/23/2022	ZOO-REPLACEMENT LOCKS B	100-52-55410-280-000	1,035.00
07/08/2022	194363	LAFORCE INC	1195244	06/24/2022	ZOO-MASTER KEY COPIES	100-52-55410-350-000	84.00
Total 194363:							1,119.00
194364							
07/08/2022	194364	LODI VETERINARY HOSP	117660-6122	06/01/2022	ZOO-SNAKE FECAL EXAM	100-52-55410-211-000	18.25
07/08/2022	194364	LODI VETERINARY HOSP	117660-7122	07/01/2022	ZOO-OTTER HEARTGUARD	100-52-55410-211-000	162.72
Total 194364:							180.97
194365							
07/08/2022	194365	LOWNIK, ELIZABETH	17353	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	80.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 7
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 194365:							80.00
194366							
07/08/2022	194366	MARLETTE, HEATHER	17116	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194366:							40.00
194367							
07/08/2022	194367	MCCARTHY, RYLEE	17559	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194367:							40.00
194368							
07/08/2022	194368	MCFARLANES INC	594077	06/27/2022	ROW-STUMP GRINDING RENTA	100-52-53370-530-000	1,600.00
07/08/2022	194368	MCFARLANES INC	IV73939	06/13/2022	PW-PAINT CART CARBURETOR	100-31-53240-350-000	55.53
Total 194368:							1,655.53
194369							
07/08/2022	194369	MED COMPASS	41529	06/16/2022	FD-MEDICAL EXAMS HAZMAT (100-21-52200-270-000	1,840.00
Total 194369:							1,840.00
194370							
07/08/2022	194370	MIDWEST POOL SUPPLY	100187	06/24/2022	POOL-CHEMICALS	100-53-55420-345-000	375.00
Total 194370:							375.00
194371							
07/08/2022	194371	MUELLER, JESSICA	17727	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194371:							40.00
194372							
07/08/2022	194372	NAPA AUTO PARTS	450755	06/08/2022	PS/ADM-V-BELT FOR BUILDING	100-11-51640-350-000	27.34
07/08/2022	194372	NAPA AUTO PARTS	451230	06/14/2022	PW HOSE FITTINGS	100-31-53240-350-000	24.04
07/08/2022	194372	NAPA AUTO PARTS	451230	06/14/2022	PW-HOSE FITTINGS (WASTEWA	100-31-53240-350-000	24.04
07/08/2022	194372	NAPA AUTO PARTS	451929	06/21/2022	PW-FUEL FILTERS	100-31-53370-350-000	11.16
07/08/2022	194372	NAPA AUTO PARTS	452107	06/23/2022	PW-AIR FILTER #300	100-31-53620-350-000	35.36
07/08/2022	194372	NAPA AUTO PARTS	452181	06/23/2022	PW-OIL FILTER (1 USED ON WA	100-31-53240-350-000	22.04
Total 194372:							143.98
194373							
07/08/2022	194373	OFFICE DEPOT INC	2321995130	03/15/2022	PD- LEGAL PADS	100-20-52130-310-000	14.49
07/08/2022	194373	OFFICE DEPOT INC	2442236310	06/01/2022	PD- COPY PAPER, SHARPIES, P	100-20-52130-310-000	51.85
07/08/2022	194373	OFFICE DEPOT INC	2490170920	06/18/2022	PD- COIN ENVELOPES	100-20-52130-310-000	56.49
07/08/2022	194373	OFFICE DEPOT INC	2490338900	06/18/2022	PD- PLAIN ENVELOPES	100-20-52130-310-000	6.58
07/08/2022	194373	OFFICE DEPOT INC	2490338940	06/20/2022	PD- ENVELOPES	100-20-52130-310-000	30.65
Total 194373:							160.06
194374							
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-136843	06/09/2022	PW-FIRE DEPT MODEL T BATTE	100-31-53240-350-000	102.53
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-136883	06/10/2022	PW-SOLVENT (FIRE DEPT S206	100-31-53240-350-000	36.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 8
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-136908	06/10/2022	PW-FIRE DEPT. GENERATOR B	100-31-53240-350-000	67.99
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-138010	06/21/2022	PW-(6) 1QT-GEAR OIL	100-31-53635-348-000	95.94
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-138010	06/21/2022	PW-14 OZ BRAKE LIN; 8OZ PAG	100-31-53240-350-000	58.78
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-138156	06/22/2022	CC-AC BELT	100-52-55130-250-000	10.17
07/08/2022	194374	OREILLY AUTO PARTS/FI	2366-138408	06/25/2022	PW-1 QT-GEAR OIL (6)	100-31-53240-348-000	56.94
Total 194374:							428.35
194375							
07/08/2022	194375	ORGANIC SEDIMENT RE	70522	06/20/2022	PK-DEPPE POND DREDGING/S	426-52-55200-821-000	9,406.00
Total 194375:							9,406.00
194376							
07/08/2022	194376	P.F. PETTIBONE & CO.	182347	06/17/2022	CLK-MINUTE & ORDINANCE BO	100-11-51420-340-000	360.95
Total 194376:							360.95
194377							
07/08/2022	194377	PETERSON AUTO PARTS	5586-280802	06/20/2022	PW-HYDRAULIC FLUID; BULK O	100-31-53240-348-000	6,580.00
07/08/2022	194377	PETERSON AUTO PARTS	5586-281152	06/27/2022	PW-FUEL/WATER SEPARATOR (100-31-53240-350-000	44.26
Total 194377:							6,624.26
194378							
07/08/2022	194378	PIERCES EXPRESS MAR	08060-63022	06/30/2022	ZOO-ANIMAL FOOD	100-52-55410-342-000	92.99
Total 194378:							92.99
194379							
07/08/2022	194379	QUILL CORPORATION	25724641	06/13/2022	POOL-LAMINATOR POUCHES	100-53-55420-340-000	60.76
07/08/2022	194379	QUILL CORPORATION	25784940	06/15/2022	CC-HAND SOAP	100-52-55130-340-000	485.94
Total 194379:							546.70
194380							
07/08/2022	194380	REDEVELOPMENT RESO	0920	06/04/2022	ED GRANT-REDEVELOPMENT	560-15-56710-200-000	6,250.00
07/08/2022	194380	REDEVELOPMENT RESO	0920	06/04/2022	CITY - STRATEGIC PLAN	100-14-56300-200-000	3,750.00
07/08/2022	194380	REDEVELOPMENT RESO	0920	06/04/2022	TIF10 - HOUSING STUDY	310-10-56600-200-000	1,666.67
07/08/2022	194380	REDEVELOPMENT RESO	0920	06/04/2022	TIF 11 - HOUSING STUDY	311-10-56600-213-000	1,666.67
07/08/2022	194380	REDEVELOPMENT RESO	0920	06/04/2022	TIF 12 - HOUSING STUDY	312-10-56600-200-000	1,666.66
Total 194380:							15,000.00
194381							
07/08/2022	194381	RIVIERE, GABRIEL	7522	07/05/2022	POOL-(2) SWIM LESSONS REF	100-53-46750-220	80.00
Total 194381:							80.00
194382							
07/08/2022	194382	ROSS D. BUTLER FARRI	7522	07/05/2022	ZOO-DONKEY HOOF TRIMMING	100-52-55410-211-000	45.00
Total 194382:							45.00
194383							
07/08/2022	194383	RYAN, HALEY	17257	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	50.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 9
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 194383:							50.00
194384							
07/08/2022	194384	SAUK COUNTY REGISTE	2022000001	07/01/2022	ENG - GREENFIELD RESERVE	312-10-56600-270-000	50.00
Total 194384:							50.00
194385							
07/08/2022	194385	SCHWANBECK, RAQUEL	17125	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
07/08/2022	194385	SCHWANBECK, RAQUEL	17125	06/23/2022	REC-BIKE PROGRAM REFUND	100-53-46751-040	60.00
Total 194385:							100.00
194386							
07/08/2022	194386	SCOTT APPRAISAL LLC	7676	06/03/2022	ENG-GREENFIELD SERVE DEV	312-10-56600-270-000	4,000.00
Total 194386:							4,000.00
194387							
07/08/2022	194387	SECURIAN FINANCIAL G	002832L-AU	07/07/2022	LIFE INSURANCE - AUG 2022	100-00-21533-000	2,385.65
Total 194387:							2,385.65
194388							
07/08/2022	194388	SHERWIN-WILLIAMS CO	3779-0	06/14/2022	PW-QP EASYOUTFL TR244067	100-31-53300-368-000	16.49
07/08/2022	194388	SHERWIN-WILLIAMS CO	3929-1	06/22/2022	PW-FILTER	100-31-53300-368-000	32.98
07/08/2022	194388	SHERWIN-WILLIAMS CO	7788-8	06/22/2022	PW-SCREEN; PAINT TIP; FILTER	100-31-53300-368-000	171.60
Total 194388:							221.07
194389							
07/08/2022	194389	STREICHERS	11576611	06/29/2022	PD- DORNER PATCHES & NAM	100-20-52110-346-000	41.98
Total 194389:							41.98
194390							
07/08/2022	194390	SULLIVANS TWO UNLIMI	155716	06/22/2022	PD- SQUAD 47 A/C REPAIR	100-20-52110-240-000	116.36
Total 194390:							116.36
194391							
07/08/2022	194391	TANEVA, VESELKA	17205	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	100.00
Total 194391:							100.00
194392							
07/08/2022	194392	TERRYTOWN PLUMBING	160359	06/23/2022	POOL-FAUCET HANDLE	100-53-55420-350-000	60.00
Total 194392:							60.00
194393							
07/08/2022	194393	THE HOME DEPOT CRED	6622147	06/13/2022	FD - MANILLA ROPE FOR LADD	100-21-52200-340-000	32.94
Total 194393:							32.94

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 10
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
194394							
07/08/2022	194394	THE SHOE BOX	82504	06/21/2022	ZOO-SAFETY BOOTS ULRICHS	100-52-55410-346-000	103.50
Total 194394:							103.50
194395							
07/08/2022	194395	TRICOR INC.	43919	05/20/2022	AIR-TANK POLLUTION LIABILIT	630-35-53510-510-000	350.00
Total 194395:							350.00
194396							
07/08/2022	194396	ULINE	150097313	06/13/2022	PK-DOG TRASH BAGS	100-52-55200-340-000	130.16
Total 194396:							130.16
194397							
07/08/2022	194397	UW VETERINARY CARE	193895-6282	06/28/2022	ZOO-OWL CARE ZOO BREAK-IN	100-52-55410-211-000	768.08
07/08/2022	194397	UW VETERINARY CARE	193895-6282	06/28/2022	ZOO-HAMSTER & BEAR CARE 6	100-52-55410-211-000	241.60
Total 194397:							1,009.68
194398							
07/08/2022	194398	VERMEER-WISCONSIN I	40034666	06/22/2022	PW-FUEL PUMP	100-31-53370-350-000	477.11
Total 194398:							477.11
194399							
07/08/2022	194399	VONBRIESEN & ROPER	396131	06/29/2022	ATTY-TID 10 I AM DAIRY REAL E	310-10-56600-270-000	528.50
07/08/2022	194399	VONBRIESEN & ROPER	396132	06/29/2022	ATTY-WALDO STREET DEVELO	100-13-51300-213-000	790.00
07/08/2022	194399	VONBRIESEN & ROPER	396133	06/29/2022	ATTY-TID 10- WALNUT ST REAL	310-10-56600-270-000	1,199.00
07/08/2022	194399	VONBRIESEN & ROPER	396144	06/29/2022	ATTY-TID 11 FAIRFIELD HOTEL	311-10-56600-213-000	3,882.00
07/08/2022	194399	VONBRIESEN & ROPER	396167	06/30/2022	ATTY-TID 8 BOWDEN DEVELOP	380-10-56600-213-000	3,394.00
Total 194399:							9,793.50
194400							
07/08/2022	194400	VOSS, ERIN	17373	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	100.00
Total 194400:							100.00
194401							
07/08/2022	194401	WADE, TINA	17197	06/23/2022	POOL-SWIM LESSON REFUND	100-53-46750-220	40.00
Total 194401:							40.00
194402							
07/08/2022	194402	WILD, LORA	18081	06/22/2022	REC-REFUND FROM HOUSEHO	100-00-21150-000	50.00
Total 194402:							50.00
194403							
07/08/2022	194403	WISCONSIN METAL SALE	438204	06/06/2022	FIRE S2 GENERATOR (S206102	100-31-53240-350-000	37.00
Total 194403:							37.00

CITY OF BARABOO

Check Register - General to Council
Check Issue Dates: 7/8/2022 - 7/8/2022Page: 11
Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
7002702							
07/08/2022	7002702	MACQUEEN EQUIPMENT	P04978	06/27/2022	FD - SCBA REPAIR	100-21-52200-250-000	167.38
Total 7002702:							167.38
7002703							
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	0026340000-	07/01/2022	AIR-JUNE 2022 AREA LIGHTING	630-35-53510-222-000	14.15
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	015803 - 6/2	06/29/2022	PW-TRAFFIC & CROSSWALKS	100-31-53300-222-000	218.94
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	086392 - 6/2	06/29/2022	PW-HISTORIC STREETLIGHTS	240-31-53420-222-000	1,473.14
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	1295951307-	06/09/2022	AIR-FUEL SYSTEM MAY 2022 EL	630-35-53510-222-000	39.96
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	281633 6/29/	06/29/2022	PW-UNMETERED STREETLIGH	240-31-53420-222-000	8,772.84
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	90834-06292	06/29/2022	PW-POTTER ST & BRIAR ST EL	100-31-51630-222-000	121.85
07/08/2022	7002703	ALLIANT ENERGY-ONLIN	90834-06292	06/29/2022	PW-POTTER ST & BRIAR ST GA	100-31-51630-223-000	20.56
Total 7002703:							10,661.44
7002704							
07/08/2022	7002704	BOARDMAN & CLARK LL	253743	06/28/2022	ATTY-AIRPORT	630-35-53510-215-000	265.07
07/08/2022	7002704	BOARDMAN & CLARK LL	253743	06/28/2022	ATTY-FIRE/EMS JOINT DISTRIC	430-21-57211-213-000	583.73
07/08/2022	7002704	BOARDMAN & CLARK LL	253743	06/28/2022	ATTY-GENERAL BUSINESS	100-13-51300-213-000	2,667.70
07/08/2022	7002704	BOARDMAN & CLARK LL	253744	06/27/2022	ATTY-WALMART DARK STORE	360-10-56800-213-000	326.00
07/08/2022	7002704	BOARDMAN & CLARK LL	253744	06/27/2022	ATTY-WALMART LOGIKULL SUB	360-10-56800-213-000	250.00
07/08/2022	7002704	BOARDMAN & CLARK LL	253745	06/27/2022	ATTY-WALMART DARK STORE	360-10-56800-213-000	70.00
Total 7002704:							4,162.50
7002705							
07/08/2022	7002705	CAPITAL NEWSPAPERS	109042	06/20/2022	ZONING-DEVIL'S LAKE TOWNH	100-22-56400-210-000	50.85
07/08/2022	7002705	CAPITAL NEWSPAPERS	110600	06/01/2022	CLK-COUNCIL MINUTES 4/26/22	100-10-51100-210-000	12.76
07/08/2022	7002705	CAPITAL NEWSPAPERS	110948	06/08/2022	CLK-22-23 608 AXE THROWING	100-11-51420-210-000	28.14
07/08/2022	7002705	CAPITAL NEWSPAPERS	112709	06/18/2022	CLK-22-23-EMMA'S MARKET LI	100-11-51420-210-000	26.54
07/08/2022	7002705	CAPITAL NEWSPAPERS	113565	06/21/2022	FIN-2022 SPECIAL BUDGET AM	100-10-51100-210-000	50.32
Total 7002705:							168.61
7002706							
07/08/2022	7002706	MENARDS - BARABOO	88030A-3190	04/27/2022	POOL-ACID CLEANER	100-53-55420-350-000	6.99
07/08/2022	7002706	MENARDS - BARABOO	91311-31900	06/13/2022	ZOO-SIGNS	100-52-55410-280-000	14.38
07/08/2022	7002706	MENARDS - BARABOO	91325-31900	06/13/2022	FD -AIR HOSE SUPPLIES ENGI	100-21-51620-350-000	32.19
07/08/2022	7002706	MENARDS - BARABOO	91339-31900	06/13/2022	POOL-PLUMBING REPAIRS	100-53-55420-280-000	33.05
07/08/2022	7002706	MENARDS - BARABOO	91340-31900	06/13/2022	PK-PIERCE PARK REPAIRS	100-52-55200-260-000	6.28
07/08/2022	7002706	MENARDS - BARABOO	91401-31900	06/14/2022	PK-RIVERWALK BENCH RETAIN	870-52-55200-861-000	112.56
07/08/2022	7002706	MENARDS - BARABOO	91402-31900	06/14/2022	CC-TARP STRAPS	100-52-55130-350-000	11.22
07/08/2022	7002706	MENARDS - BARABOO	91437-31900	06/14/2022	PS/ADMIN-FOAM-A-COIL	100-11-51640-350-000	39.98
07/08/2022	7002706	MENARDS - BARABOO	91495-31900	06/15/2022	ZOO-SIGNS	100-52-55410-280-000	98.88
07/08/2022	7002706	MENARDS - BARABOO	91566-31900	06/16/2022	ZOO-SIGN HARDWARE	100-52-55410-350-000	6.99
07/08/2022	7002706	MENARDS - BARABOO	91567-31900	06/16/2022	FD - CLEANING SUPPLIES	100-21-51610-340-000	35.97
07/08/2022	7002706	MENARDS - BARABOO	91570-31900	06/16/2022	ZOO-LLAMA BARN DOORS	720-52-55200-861-000	1,988.75
07/08/2022	7002706	MENARDS - BARABOO	91571-31900	06/16/2022	ZOO-LLAMA BARN DOOR RETU	720-52-55200-861-000	397.75-
07/08/2022	7002706	MENARDS - BARABOO	91855-31900	06/20/2022	PW-RP MULTI-PURPOSE REPAI	100-30-53430-340-000	23.78
07/08/2022	7002706	MENARDS - BARABOO	91862-31900	06/20/2022	ZOO-LLAMA BARN TRIM RETUR	720-52-55200-861-000	20.17-
07/08/2022	7002706	MENARDS - BARABOO	91885-31900	06/20/2022	PK-MAXWELL-POTTER SHELTE	100-52-55200-260-000	151.47
07/08/2022	7002706	MENARDS - BARABOO	91885-31900	06/20/2022	PK-WIRE AND TIES	100-52-55200-350-000	95.94
07/08/2022	7002706	MENARDS - BARABOO	91912-31900	06/20/2022	CC-FLAGPOLE REPAIR & STAIN	100-52-55130-350-000	62.96
07/08/2022	7002706	MENARDS - BARABOO	91947-31900	06/21/2022	CC-REPAIR HARDWARE	100-52-55130-350-000	29.60
07/08/2022	7002706	MENARDS - BARABOO	91949-31900	06/21/2022	PK-CORNER BRACE & SPRAY P	100-52-55200-350-000	16.23

CITY OF BARABOO

Check Register - General to Council
 Check Issue Dates: 7/8/2022 - 7/8/2022

Page: 12
 Jul 08, 2022 02:18PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
07/08/2022	7002706	MENARDS - BARABOO	92028-31900	06/22/2022	FORESTRY-TREE PAINT	100-52-56110-340-000	17.98
07/08/2022	7002706	MENARDS - BARABOO	92090-31900	06/23/2022	PK-WIRE RETURN	100-52-55200-340-000	75.98-
Total 7002706:							2,291.30
Grand Totals:							222,197.90

FINANCE COMMITTEE APPROVAL:

 (Chairman)

 (Date)

CITY OF BARABOO

Check Register - Utility
Check Issue Dates: 6/30/2022 - 6/30/2022Page: 1
Jun 30, 2022 10:19AM

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
17791						
06/30/2022	ACTION ELECTRIC OF SAUK	S7793	06/21/2022	SE-REPAIRS: 8TH ST GRINDER PUMP	960-36-83200-250-000	1,770.24
06/30/2022	ACTION ELECTRIC OF SAUK	W7765	06/14/2022	WA-TEMP CIRCUIT ADDITIONS (2): CT	970-37-67200-239-000	147.18
Total 17791:						1,917.42
17792						
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-MINE RD TOWER	970-37-66500-222-000	152.07
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-COMM AVE BOOSTER STATIO	970-37-62300-222-000	248.16
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	79.71
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-HEADWORKS BLDG	960-36-82200-222-000	16.51
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-BIRCH ST TOWER-RADIO BLD	970-37-66500-222-000	32.69
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	26.98
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	613.20
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	32.97
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-MOORE ST TOWER	970-37-66500-222-000	40.19
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	815.99
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	8,271.22
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-WEST GARAGE	960-36-82100-222-000	16.51
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	15.65
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	2,314.94
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	15.65
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	2,108.88
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	15.65
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	1,732.67
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-8TH ST GRINDER PUMP	960-36-83200-222-000	18.99
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-BARNHART TOWER@COMM	970-37-66500-222-000	25.12
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	15.65
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-EAST ST TOWER	970-37-66500-222-000	44.41
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 6-SAUKE AVE	970-37-66500-223-000	15.65
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 6-SAUKE AVE	970-37-62300-222-000	1,920.47
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-COMM AVE BOOSTER STATIO	970-37-66500-223-000	57.78
06/30/2022	ALLIANT ENERGY	U082330JUN	06/16/2022	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	819.38
Total 17792:						19,467.09
17793						
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SUPT CELL SERVICE	960-36-85100-220-000	22.84
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SUPT CELL SERVICE	970-37-92100-220-000	22.84
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SCADA SERVICE@WELLS	970-37-63300-250-000	77.99
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SCADA SERVICE@TOWERS	970-37-67200-250-000	77.99
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SCADA SERVICE@BOOSTERS	970-37-67800-250-000	39.00
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SCADA SERVICE-TABLETS	970-37-67300-270-000	25.00
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-SCADA SERVICE-TABLETS	960-36-85100-250-000	15.00
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-REBATES: FEB '22 TABLET PURC	960-36-83100-250-000	112.50
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-REBATES: FEB '22 TABLET PURC	970-37-67500-392-000	150.00
06/30/2022	AT&T MOBILITY	U287305468	05/07/2022	UTIL-REBATES: FEB '22 TABLET PURC	970-37-92100-392-000	37.50
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SUPT CELL SERVICE	960-36-85100-220-000	22.84
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SUPT CELL SERVICE	970-37-92100-220-000	22.84
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SCADA SERVICE@WELLS	970-37-63300-250-000	77.99
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SCADA SERVICE@TOWERS	970-37-67200-250-000	77.99
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SCADA SERVICE@BOOSTERS	970-37-67800-250-000	39.00
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SCADA SERVICE-TABLETS	970-37-67300-270-000	25.00
06/30/2022	AT&T MOBILITY	U287305468	06/07/2022	UTIL-SCADA SERVICE-TABLETS	960-36-83100-250-000	15.00

CITY OF BARABOO

Check Register - Utility
Check Issue Dates: 6/30/2022 - 6/30/2022

Page: 2
Jun 30, 2022 10:19AM

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 17793:						261.32
17794						
06/30/2022	BARABOO POWER EQUIPMENT	U108006	06/21/2022	UTIL-JET VAC: SPLIT WASHERS-CUST	950-36-83100-340-000	13.64
06/30/2022	BARABOO POWER EQUIPMENT	U108006	06/21/2022	UTIL-JET VAC: SPLIT WASHERS-CUST	960-36-83100-250-000	13.64
Total 17794:						27.28
17795						
06/30/2022	CARDMEMBER SERVICE	U06132022	06/13/2022	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	55.70
06/30/2022	CARDMEMBER SERVICE	U06132022	06/13/2022	SE-SILO: AIRSWEEP ASSEMBLY	960-36-83300-260-000	1,199.86
06/30/2022	CARDMEMBER SERVICE	U06132022	06/13/2022	SE-SILO: AIR PRESSURE REGULATOR	960-36-83300-260-000	46.00
Total 17795:						1,301.56
17796						
06/30/2022	CENTURYLINK	S301299619	06/17/2022	SEWER-PHONE-ACCT 301299619	960-36-85100-220-000	29.36
06/30/2022	CENTURYLINK	W301217861	06/17/2022	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	7.34
06/30/2022	CENTURYLINK	W301217861	06/17/2022	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	7.34
Total 17796:						44.04
17797						
06/30/2022	CINTAS CORPORATION	S412159435	06/07/2022	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	11.48
06/30/2022	CINTAS CORPORATION	S412296074	06/21/2022	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	11.48
06/30/2022	CINTAS CORPORATION	W412159452	06/07/2022	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	12.57
06/30/2022	CINTAS CORPORATION	W412296079	06/21/2022	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	12.57
Total 17797:						48.10
17798						
06/30/2022	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2022	STORMWATER-JUNE 2022 RECEIPTS	999-00-10005-000	744.18
06/30/2022	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2022	STORMWATER-JUNE 2022 RECEIPTS	970-37-40419-001	.01
06/30/2022	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2022	STREET LIGHT-JUNE 2022 RECEIPTS	999-00-10005-000	177.49
Total 17798:						921.68
17799						
06/30/2022	CORE & MAIN LP	S-Q898594	05/23/2022	SE- MAIN REPAIR@202 SO BLVD-360'	960-36-83100-236-000	2,196.00
06/30/2022	CORE & MAIN LP	STW-Q90850	05/23/2022	STORMWATER-INVENTORY-ACCT 978	950-98-10154-001	770.00
06/30/2022	CORE & MAIN LP	W-Q991990	06/08/2022	WATER-METER: IPERL 1"	970-96-10346-101	240.66
06/30/2022	CORE & MAIN LP	W-R006841	06/09/2022	WATER-INVENTORY-ACCT 97801	970-96-10154-001	2,346.56
Total 17799:						5,553.22
17800						
06/30/2022	CROELL REDI-MIX INC	W630047	06/09/2022	WA-CONCRETE FLOOR@CTY A TOWE	970-37-67200-239-000	452.25
06/30/2022	CROELL REDI-MIX INC	W635269	06/24/2022	WA-CURB/WALKS: SERVICE@623 2N	970-96-10345-001	375.00
Total 17800:						827.25
17801						
06/30/2022	CT LABORATORIES LLC	W170622	06/13/2022	WA-MANGANESE TESTS: WELL #4; #7	970-37-64200-217-000	45.00
06/30/2022	CT LABORATORIES LLC	W170730	06/15/2022	WA-WELL NO. 2: ANIONS/SDWA/NITRA	970-37-64200-217-000	15.00
06/30/2022	CT LABORATORIES LLC	W170731	06/22/2022	WA-MANGANESE TESTS: WELL #2	970-37-64200-217-000	15.00

CITY OF BARABOO

Check Register - Utility
Check Issue Dates: 6/30/2022 - 6/30/2022

Page: 3
Jun 30, 2022 10:19AM

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 17801:						75.00
17802						
06/30/2022	D.L. GASSER CONSTRUCTION I	U500002590	06/20/2022	UTIL-ASPHALT PATCHING #1-CUST 50	950-36-83100-236-000	2,014.30
06/30/2022	D.L. GASSER CONSTRUCTION I	U500002590	06/20/2022	UTIL-ASPHALT PATCHING #1-CUST 50	970-96-10345-001	1,423.24
06/30/2022	D.L. GASSER CONSTRUCTION I	U500002590	06/20/2022	UTIL-ASPHALT PATCHING #1-CUST 50	970-37-67300-236-000	6,963.71
06/30/2022	D.L. GASSER CONSTRUCTION I	U500002590	06/20/2022	UTIL-ASPHALT PATCHING #1-CUST 50	970-37-67500-238-000	2,306.58
06/30/2022	D.L. GASSER CONSTRUCTION I	U500002590	06/20/2022	UTIL-ASPHALT PATCHING #1-CUST 50	970-37-67200-239-000	547.40
Total 17802:						13,255.23
17803						
06/30/2022	DIGGERS HOTLINE INC	U220 6 6410	06/30/2022	UTIL-2022 PREPAYMENT #2	970-37-66500-231-000	303.84
06/30/2022	DIGGERS HOTLINE INC	U220 6 6410	06/30/2022	UTIL-2022 PREPAYMENT #2	240-31-53420-231-000	101.28
06/30/2022	DIGGERS HOTLINE INC	U220 6 6410	06/30/2022	UTIL-2022 PREPAYMENT #2	950-36-85000-231-000	303.84
06/30/2022	DIGGERS HOTLINE INC	U220 6 6410	06/30/2022	UTIL-2022 PREPAYMENT #2	960-36-85100-231-000	303.84
Total 17803:						1,012.80
17804						
06/30/2022	MENARDS - BARABOO	S91867	06/20/2022	SE-BATTERIES/OIL/LIMEOUT/BUSHIN	960-36-85600-390-000	105.89
06/30/2022	MENARDS - BARABOO	W916669	06/17/2022	WA-METERING PARTS: 1120 CITYVIE	970-37-66300-340-000	94.84
06/30/2022	MENARDS - BARABOO	W92008	06/22/2022	WATER-WIRE BRUSH/TEFLON PASTE	970-37-66500-340-000	17.94
06/30/2022	MENARDS - BARABOO	W92401	06/27/2022	WA-100' TUBING: CHEMICAL FEED PU	970-37-65200-250-000	9.99
Total 17804:						228.66
17805						
06/30/2022	NAPA AUTO PARTS	W451397	06/15/2022	WATER-BATTERY BRUSH-ACCT 1095	970-37-66500-340-000	10.89
06/30/2022	NAPA AUTO PARTS	W451397	06/15/2022	WATER-BATTERY: PORTABLE WELDE	970-37-93200-250-000	129.43
Total 17805:						140.32
17806						
06/30/2022	OMNI MATERIALS INC	S350289	05/29/2022	SEWER-KILNDUST-CUST BAR	960-36-82710-345-000	2,201.26
Total 17806:						2,201.26
17807						
06/30/2022	R.N.O.W. INC.	U2022-63098	06/21/2022	UTIL-JET VAC: TRF CASE VACUUM S	950-36-83100-340-000	174.65
06/30/2022	R.N.O.W. INC.	U2022-63098	06/21/2022	UTIL-JET VAC: TRF CASE VACUUM S	960-36-83100-250-000	174.66
Total 17807:						349.31
17808						
06/30/2022	SEH INC	U427823	06/13/2022	UTIL-GIS SUPPORT-MAY 2022	950-36-85200-215-000	963.41
06/30/2022	SEH INC	U427823	06/13/2022	UTIL-GIS SUPPORT-MAY 2022	960-36-85200-215-000	963.41
06/30/2022	SEH INC	U427823	06/13/2022	UTIL-GIS SUPPORT-MAY 2022	970-37-92300-215-000	963.41
Total 17808:						2,890.23
17809						
06/30/2022	SERWE INPLEMENT & MUNICIPAL	U9127	06/20/2022	UTIL-JETVAC: RIPSAP REBUILT KIT	950-36-83100-340-000	90.78
06/30/2022	SERWE INPLEMENT & MUNICIPAL	U9127	06/20/2022	UTIL-JETVAC: RIPSAP REBUILT KIT	960-36-83100-250-000	90.79

CITY OF BARABOO

Check Register - Utility
Check Issue Dates: 6/30/2022 - 6/30/2022

Page: 4
Jun 30, 2022 10:19AM

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 17809:						181.57
17810						
06/30/2022	SPRECHER PLUMBING INC	W11766	06/30/2022	WA-REPLACE LEAD SERVICE@123 5T	261-37-53700-238-000	4,000.00
06/30/2022	SPRECHER PLUMBING INC	W11766	06/30/2022	WA-REPLACE LEAD SERVICE@123 5T	970-96-10145-001	4,000.00
06/30/2022	SPRECHER PLUMBING INC	W11766	06/30/2022	WA-REPLACE LEAD SERVICE@123 5T	261-00-25640-000	4,000.00
Total 17810:						4,000.00
17811						
06/30/2022	TERRYTOWN PLUMBING INC	W160059	06/06/2022	WA-REPLACE LEAD SERVICE@120 1S	261-37-53700-238-000	3,101.41
06/30/2022	TERRYTOWN PLUMBING INC	W160059	06/06/2022	WA-REPLACE LEAD SERVICE@120 1S	970-96-10145-001	3,101.41
06/30/2022	TERRYTOWN PLUMBING INC	W160059	06/06/2022	WA-REPLACE LEAD SERVICE@120 1S	261-00-25640-000	3,101.41
Total 17811:						3,101.41
17812						
06/30/2022	THE EXPEDITERS INC	S3279	06/20/2022	SE-TELEWISE SAN'T MAIN (24,328" LF	960-36-83100-270-000	12,893.84
Total 17812:						12,893.84
17813						
06/30/2022	US CELLULAR	S513827675	06/10/2022	SE-SCADA SERVICE@CTY T LIFTSTAT	960-36-83200-250-000	21.22
Total 17813:						21.22
17814						
06/30/2022	US POSTAL SERVICE	UBQTR #2-2	06/30/2022	UTIL-BILLING-QTR #2-2022	240-36-84000-343-000	169.80
06/30/2022	US POSTAL SERVICE	UBQTR #2-2	06/30/2022	UTIL-BILLING-QTR #2-2022	950-36-84000-343-000	757.40
06/30/2022	US POSTAL SERVICE	UBQTR #2-2	06/30/2022	UTIL-BILLING-QTR #2-2022	960-36-85100-343-000	509.40
06/30/2022	US POSTAL SERVICE	UBQTR #2-2	06/30/2022	UTIL-BILLING-QTR #2-2022	970-37-90300-343-000	509.40
Total 17814:						1,946.00
Grand Totals:						72,665.81

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

CITY OF BARABOO

Check Register - General to Balance
Check Issue Dates: 6/30/2022 - 6/30/2022Page: 1
Jun 30, 2022 08:56AM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
1367							
06/30/2022	1367	PACE PAYMENT SYSTEM	MAY2022	05/31/2022	REC - MAY ONLINE PAYMENT P	100-53-55300-270-000	270.21
Total 1367:							270.21
1368							
06/30/2022	1368	PAYMENT SERVICE NET	258671	06/02/2022	TRE-PSN PAYMENT PROCESSI	100-11-51520-290-000	104.50
Total 1368:							104.50
Grand Totals:							374.71

FINANCE COMMITTEE APPROVAL:

(Chairman)_____
(Date)

Check Register - Payroll Remittance Checks

June 2022

Check Date	Payee	Description	Amount
6/8/2022	45165	EFTPS	SOCIAL SECURITY Pay
6/8/2022	45165	EFTPS	SOCIAL SECURITY Pay
6/8/2022	45165	EFTPS	MEDICARE Pay Period:
6/8/2022	45165	EFTPS	MEDICARE Pay Period:
6/8/2022	45165	EFTPS	FEDERAL WITHHOLDING
		EFTPS Total	58,651.76
6/22/2022	45166	EFTPS	SOCIAL SECURITY Pay
6/22/2022	45166	EFTPS	SOCIAL SECURITY Pay
6/22/2022	45166	EFTPS	MEDICARE Pay Period:
6/22/2022	45166	EFTPS	MEDICARE Pay Period:
6/22/2022	45166	EFTPS	FEDERAL WITHHOLDING
		EFTPS Total	65,457.12
6/15/2022	44829	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/30/2022	45167	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/24/2022	45310	WI DEPT OF EMPLOYEE TRUST	HEALTH INSURANCE
6/30/2022	45309	WISCONSIN RETIREMENT	RETIREMENT
			77,575.30
			\$ 373,209.53

FINANCE COMMITTEE APPROVAL:

 (Chairman)

 (Date)

July 12, 2022

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND BOUNDARIES OF TAX
INCREMENTAL DISTRICT NO. 8,
CITY OF BARABOO, WISCONSIN**

WHEREAS, the City of Baraboo (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 8 (the "District") was created by the City on June 27, 2006 as a district in need of rehabilitation; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1005(4)(h)2.
- b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1005(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Sauk County, the Baraboo School District, and the Madison Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 21, 2022 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo that:

1. The boundaries of the District named "Tax Incremental District No. 8, City of Baraboo", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2022.
4. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b),
 - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a rehabilitation or conservation work based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be added to the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) Project costs relate directly to promoting rehabilitation or conservation of the area consistent with the purpose for which the District was created.
4. The Project Plan for "Tax Incremental District No. 8, City of Baraboo" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2022, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2022.

Mayor

City Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 8
CITY OF BARABOO**

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 6, 2022

DRAFT PROJECT PLAN & TERRITORY AMENDMENT

City of Baraboo, Wisconsin

Tax Incremental District No. 8



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 21, 2022
Public Hearing:	June 21, 2022
Consideration by Plan Commission:	June 21, 2022
Consideration by Common Council:	July 14, 2022
Consideration by the Joint Review Board:	TBD

TABLE OF CONTENTS

Executive Summary.....	3
Preliminary Map of Original District Boundary and Territory to be Added	6
Map Showing Existing Uses and Conditions Within the Territory to be Added	8
Preliminary Identification of Parcels to be Added	10
Equalized Value Test	12
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District	13
Map Showing Proposed Improvements and Uses Within the Territory to be Added.	20
Detailed List of Estimated Project Costs	22
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred.....	24
Annexed Property.....	28
Estimate of Property to be Devoted to Retail Business	28
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances.....	28
Statement of the Proposed Method for the Relocation of any Persons to be Displaced	29
How Amendment of the Tax Incremental District Promotes the Orderly Development of the City.....	29
List of Estimated Non-Project Costs	30
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)	31
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions.....	32

SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 8 (“District”) is a In Need of Rehabilitation or Conservation District created on June 27, 2006. The District was created to:

- Facilitate commercial and residential redevelopment north and south of the Baraboo River. This District was created to encourage redevelopment and investment within the boundaries and surrounding area.

In 2010, TID #6 was amended to allow donations to this District. In 2020, TID #11 was amended to allow donations to this District.

Finally, in 2020 a standard 3 year extension and a 3 year Technical College Extension were approved for this District. The final year of increment collection for this district is 2040.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”). This includes water and sewer improvements located outside of the District boundary and adding road improvements within a ½ mile radius of the TID boundary.

Estimated Total Project Cost Expenditures

The original project plan for the District included \$9,126,600 of project costs. Through 12/31/2021, the District has expended approximately \$7.3 million. The original expenditure authority granted in the original project plan is retained through this amendment.

In addition, the City is adding an additional \$2.0 million for the reimbursement of infrastructure project costs that includes utility infrastructure outside the boundary of the District and road improvements that are within a ½ mile radius of the District boundary. The area being added to the District includes commercial business property. The proposed infrastructure improvements will service that area of the City to allow both commercial and residential development.

Incremental Valuation

The City projects the existing incremental value of the District plus surplus increment from donor districts is sufficient to repay existing advances and the proposed project costs over the remaining life of the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs by 2040.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:
 - The substantial investment needed to provide the public infrastructure necessary to allow for development. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:
 - The initial development being served by the proposed infrastructure includes new housing units and commercial lots. This will assist in addressing workforce housing needs within the community.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits

expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

The City is utilizing an existing District to pay for the improvements which is expected to repay the project costs quicker than if a new district was created to facilitate the proposed development.

4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a), or was in need of rehabilitation or conservation work as the time the District was created. In the original project plan the City identified 85.4% of the total area was in need of rehabilitation or conservation work. With an additional territory of 194 acres being added to the District not less than 50% of the real property within the District, as amended, is in need of rehabilitation or conservation work.
5. Based on the foregoing finding, the District remains designated as rehabilitation and conservation district.
6. The Project Costs relate directly to the rehabilitation and conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

SECTION 2:

Preliminary Map of Original District Boundary and Territory to be Added

Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

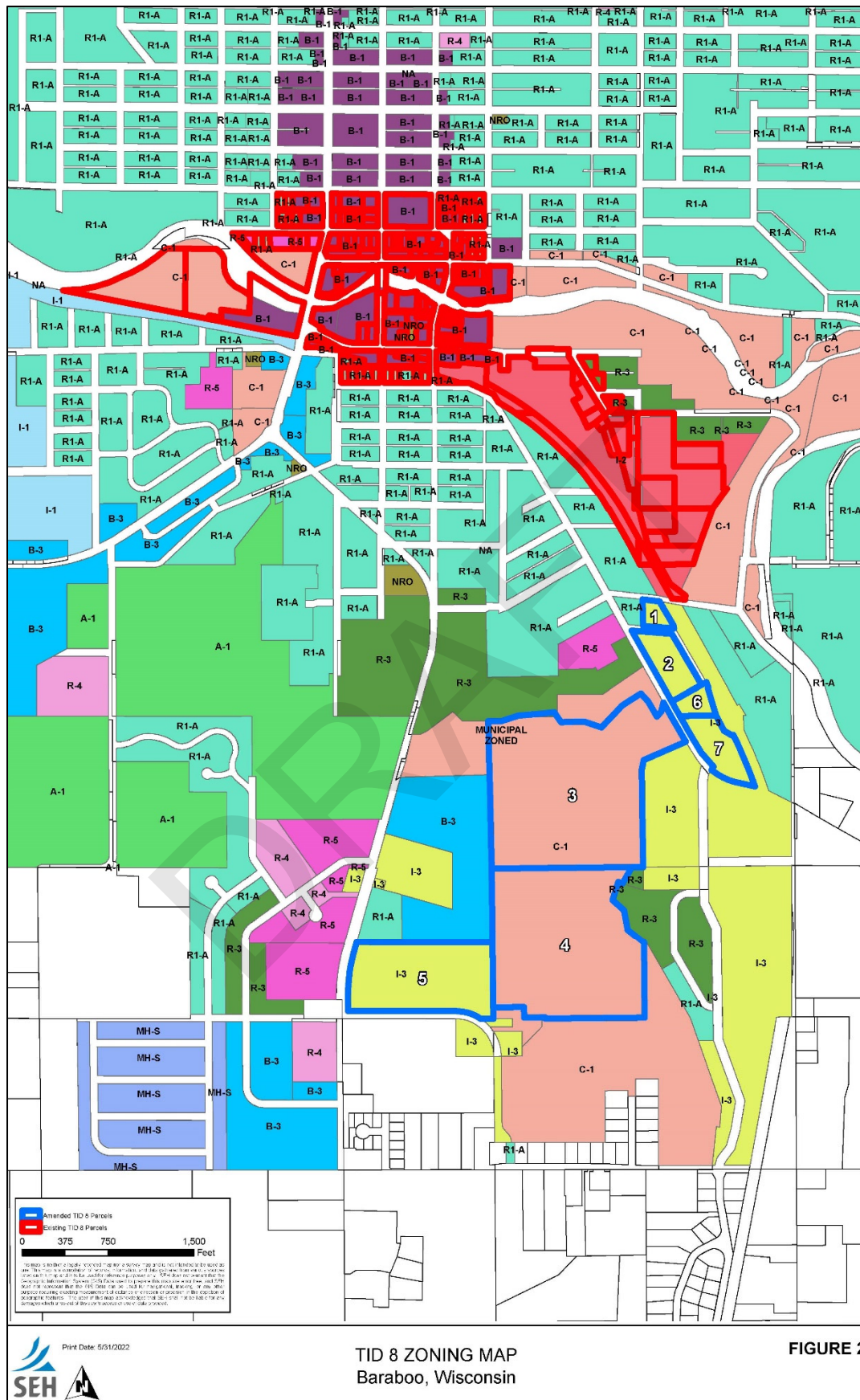
DRAFT

SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

DRAFT



SECTION 4:

Preliminary Identification of Parcels to be Added

See list found on following page.

DRAFT

City of Baraboo, Wisconsin

Tax Incremental District #8

Parcels Added

Property Information							Assessment Information				Equalized Value					Classification	
Map											Equalized					Rehab/	
Ref.	Parcel Number	Street Address	Mailing Address	Owner	Acreage		Land	Imp	PP	Total	Value Ratio	Land	Imp	PP	Total	Conservation	
											99.41%						
1	206-0901-00000	515 Sumac Ct / 520 Hill St	1323 South Blvd. Baraboo, WI	DEPPE ENTERPRISES INC	1.10		33,800	0	0	33,800	99.41%	34,000	0	0	34,000		
2	206-3569-00000	925 Lake Street	1323 South Blvd. Baraboo, WI	DEPPE ENTERPRISES INC	4.18		152,900	427,600	0	580,500	99.41%	153,800	430,100	0	583,900		
3	206-0918-00000	1070 Lake Street	401 Mine Street. Baraboo, WI	BARABOO COUNTRY CLUB INC	125.55		425,200	446,400	0	871,600	99.41%	427,700	449,100	0	876,800		
4	206-1154-00000	Baraboo County Club	401 Mine Street. Baraboo, WI	BARABOO COUNTRY CLUB INC	35.00		0	0	0	0	99.41%	0	0	0	0		
5	206-1154-20000	1515 Walnut Street	1323 South Blvd. Baraboo, WI	DEPPE ENTERPRISES INC	17.48		533	4,603,600	0	4,604,133	99.41%	500	4,631,000	0	4,631,500		
6	206-0908-00000	1055 Lake Street	1323 South Blvd. Baraboo, WI	DEPPE ENTERPRISES INC	1.61		Value part of 206-0928-00000				99.41%	Value part of 206-0928-00000				0	
7	206-0928-00000	1055 Lake Street	1323 South Blvd. Baraboo, WI	DEPPE ENTERPRISES INC	8.93		219,800	1,271,800	0	1,491,600	99.41%	221,100	1,279,400	0	1,500,500		
					Total Acreage	193.85	832,233	6,749,400	0	7,581,633		837,100	6,789,600	0		0	
											Estimated Base Value					7,626,700	0.00%
The above values are as of January 1, 2021. Actual base value certification of the territory will be based on January 1, 2022 assessed values.																	

In the original project plan the City identified 85.4% of the total area was in need of rehabilitation or conservation work. With an additional territory of 194 acres being added to the District not less than 50% of the real property within the District, as amended, is in need of rehabilitation or conservation work.

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$23,618,476. This value is less than the maximum of \$118,775,936 in equalized value that is permitted for the City.

City of Baraboo, Wisconsin	
Tax Increment District #8	
Valuation Test Compliance Calculation	
District Amendment Date	7/12/2022
	Valuation Data
	Currently Available
	2021
Total EV (TID In)	989,632,800
12% Test	118,755,936
Increment of Existing TIDs	
TID #6	Terminated
TID #7	10,425,700
TID #8	4,840,800
TID #9	Terminated
TID #10	41,500
TID #11	683,700
Total Existing Increment	15,991,700
Projected Base of New or Amended District	7,626,776
Less Value of Any Underlying TID Parcels	0
Total Value Subject to 12% Test	23,618,476
Compliance	PASS

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on June 27, 2006 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its CDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

The City intends to reimburse BRD 1 LLC (the "Developer") up to \$2,000,000 for the Developer to construct sanitary sewer, storm sewer, water, and road infrastructure along North Spruce Drive, South Spruce Drive, Blue Spruce Drive, Evergreen Drive, and Silvergreen Drive. The total estimated cost of the

improvements is approximately \$3.3 million. Reimbursement is subject to the terms of the Development Agreement between the City and Developer dated as of May 25, 2022.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

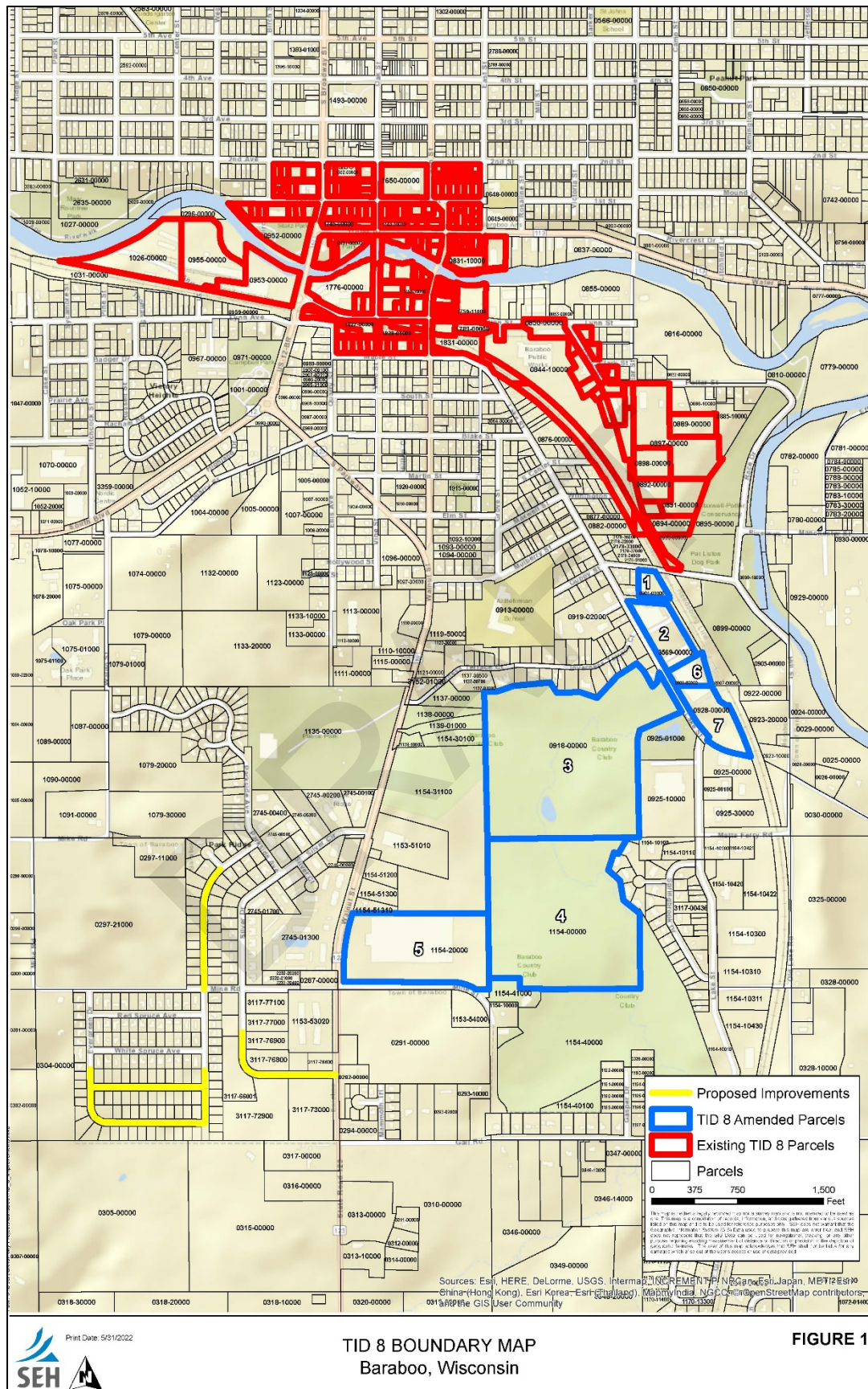
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses Within the Territory to be Added

Map Found on Following Page.

DRAFT



SECTION 8:

Detailed List of Estimated Project Costs

The following chart summarizes the project costs included in the original District project plan and estimated project costs incurred through 12/31/2021.

City of Baraboo, Wisconsin					
Tax Increment District #8					
Original Project List					
Project Name/Type	Phase I	Phase II	Phase III	Phase IV & V	
Ash and Water	210,000				210,000
Utility relocation	15,000				15,000
Land Acquisition	50,000				50,000
Water and Sewer	100,000				100,000
Downtown Redevelopment Plan	55,000				55,000
Aliant Demo	300,000				300,000
Sewer Line through Aliant Site	120,000				120,000
Riverwalk and trails	30,000				30,000
Roadway Improvements	72,600				72,600
Acquisition and Relocation		1,000,000	1,000,000	500,000	2,500,000
Demo and environmental		500,000	400,000	250,000	1,150,000
Riverwalk and trails		700,000	300,000	0	1,000,000
Roadways		325,000	100,000	400,000	825,000
Parking Lots		250,000	189,000	0	439,000
Utilities		500,000	200,000	0	700,000
Streetscape		200,000	200,000	100,000	500,000
Wayfinding and Signage		150,000	100,000	0	250,000
Façade Improvements		100,000	100,000	100,000	300,000
TID creation and Administration	30,000	20,000	20,000	40,000	110,000
Legal and Marketing		100,000	100,000	200,000	400,000
	<u>982,600</u>	<u>3,845,000</u>	<u>2,709,000</u>	<u>1,590,000</u>	<u>9,126,600</u>
Project Costs incurred through 12/31/2021					
Project Costs	7,186,687				
Administration	5,025				
Professional Services	31,675				
Developer Payments	<u>51,038</u>				
PROJECT COSTS TOTAL	7,274,425				

The following list identifies the Project Costs that the City expects to make, or may need to make in conjunction with the implementation of the District's Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Baraboo, Wisconsin					
Tax Increment District #8					
Amended Area Project List					
Project Name/Type	1/2 Mile Projects	Percentage in 1/2 Mile	District Cost ¹	Non-District/ Developer Costs	TOTAL
Sanitary Sewer Utility Projects ²	Yes	100%	374,160	247,729	621,889
Storm Sewer Utility Projects ²	Yes	100%	132,930	88,017	220,947
Water Utility Projects ²	Yes	100%	446,290	295,491	741,781
Road Improvements ²	Yes	100%	1,046,620	692,964	1,739,584
Ongoing Professional Services Costs	No	N/A	250,000		250,000
TOTAL			2,250,000	1,324,201	3,574,201
1) Per the Developer Agreement between the City and BRD 1 LLC dated May 25, 2022, the City will reimburse up to \$2,000,000 for infrastructure costs incurred by the Developer. 2) Per cost estimates provided by vierbicher on June 2, 2022.					

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The existing incremental value of the District, plus donations from TID #10 and/or TID #11, are projected to pay for the existing and amended project costs by 2040. Estimated valuations are included in **Table 1**. Estimates for tax incremental revenue generated by the District is included in **Table 2** and are based upon the City's current equalized TID Interim tax rate of \$23.66 per thousand of equalized value decreasing by 0.50% annually, and no economic appreciation or depreciation.

Financing and Implementation

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2040 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 1 - Development Assumptions

City of Baraboo, Wisconsin Tax Increment District #8 Development Assumptions					
Construction Year		Actual	Projected Correction ¹	Annual Total	Construction Year
14	2019	57,500		57,500	2019 14
15	2020	3,026,200		3,026,200	2020 15
16	2021		(2,960,821)	(2,960,821)	2021 16
17	2022			0	2022 17
18	2023			0	2023 18
19	2024			0	2024 19
20	2025			0	2025 20
21	2026			0	2026 21
22	2027			0	2027 22
23	2028			0	2028 23
24	2029			0	2029 24
25	2030			0	2030 25
26	2031			0	2031 26
27	2032			0	2032 27
Totals		3,083,700	(2,960,821)	122,879	

Notes:

1. Estimated impact of a revised Municipal Assessment Report submitted following certification of incremental values as of 1/1/2021.

Table 2 – Tax Increment Projection Worksheet

City of Baraboo, Wisconsin							
Tax Increment District #8							
Tax Increment Projection Worksheet							
Type of District	Rehabilitation			Base Value	17,516,600		
District Creation Date	June 27, 2006			Appreciation Factor	0.00%		
Valuation Date	Jan 1,	2006		Base Tax Rate	\$23.66		
Max Life (Years)	27			Rate Adjustment Factor	-0.50%		
Expenditure Period/Termination	22	6/27/2028					
Revenue Periods/Final Year	27	2034					
Extension Eligibility/Years	Yes	6					
Eligible Recipient District	Yes						

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
13	2018		2019		1,757,100	2020	\$25.37	44,583
14	2019	57,500	2020		1,814,600	2021	\$24.71	44,834
15	2020	3,026,200	2021		4,840,800	2022	\$23.66	114,510
16	2021	(2,960,821)	2022	0	1,879,979	2023	\$23.54	44,249
17	2022	0	2023	0	1,879,979	2024	\$23.42	44,028
18	2023	0	2024	0	1,879,979	2025	\$23.30	43,808
19	2024	0	2025	0	1,879,979	2026	\$23.19	43,589
20	2025	0	2026	0	1,879,979	2027	\$23.07	43,371
21	2026	0	2027	0	1,879,979	2028	\$22.95	43,154
22	2027	0	2028	0	1,879,979	2029	\$22.84	42,938
23	2028	0	2029	0	1,879,979	2030	\$22.73	42,723
24	2029	0	2030	0	1,879,979	2031	\$22.61	42,510
25	2030	0	2031	0	1,879,979	2032	\$22.50	42,297
26	2031	0	2032	0	1,879,979	2033	\$22.39	42,086
27	2032	0	2033	0	1,879,979	2034	\$22.27	41,875
28	2033	0	2034	0	1,879,979	2035	\$22.16	41,666
29	2034	0	2035	0	1,879,979	2036	\$22.05	41,458
30	2035	0	2036	0	1,879,979	2037	\$21.94	41,250
31	2036	0	2037	0	1,879,979	2038	\$21.83	41,044
32	2037	0	2038	0	1,879,979	2039	\$21.72	40,839
33	2038	0	2039	0	1,879,979	2040	\$21.61	40,635
Totals		122,879		0		Future Value of Increment		967,445

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Table 3 – Cash Flow

City of Baraboo, Wisconsin																								
Tax Increment District #8																								
Cash Flow Projection																								
Year	Projected Revenues							Expenditures										Balances			Year			
	Tax Increments	Interest	Public	Intergov .	Donations from TID #6	Donations from TID #11	Total Revenues	G.O. Bonds, Series 2012A 6,165,000 Dated Date: 04/19/12		Taxable G.O. Ref. Bonds Series 2013A 2,660,000 Dated Date: 03/06/13		G.O. Ref. Bonds, Series 2014A 2,995,000 Dated Date: 08/12/14		Developer Incentive BRD 1 LLC					Total Expenditures	Annual		Cumulative	Principal Outstanding	
		Earnings/ (Cost)	Charge					Principal	Interest	Principal	Interest	Capital Outlay	General Gov.	Professional Services	JC's Broadway Diner	Infrastructure Reimbursement ¹	Fiscal Charges							
2020	44,583	44	7,097	564	245,863		298,151	60,000	14,815	130,000	24,870	30,000	8,513	19,338	399	11,780	7,719		782	308,216	(10,065)	(491,429)	1,745,000	2020
2021	44,834			564	434,004		479,402	90,000	13,203	135,000	22,400	30,000	8,018	150,748	1,295	9,859	8,074		740	469,337	10,065	(481,364)	1,490,000	2021
2022	114,510			564	1,490,000		1,605,074	490,000	11,065	725,000	19,498	275,000	7,448		1,500	12,000	8,316		900	1,550,727	54,347	(427,017)	0	2022
2023	44,249			564	1,575,000		1,619,813								1,500	12,000			800	14,300	1,605,513	1,178,496	0	2023
2024	44,028			564			44,592								1,500	12,000			800	14,300	30,292	1,208,787	0	2024
2025	43,808			564			44,372								1,500	12,000		670,000	800	684,300	(639,928)	568,859	0	2025
2026	43,589			564			44,153								1,500	12,000		670,000	800	684,300	(640,147)	(71,288)	0	2026
2027	43,371			564			43,935								1,500	12,000		660,000	800	674,300	(630,365)	(701,654)	0	2027
2028	43,154			564		350,000	393,718								1,500	12,000			800	14,300	379,418	(322,236)	0	2028
2029	42,938			564			43,502								1,500	12,000			800	14,300	29,202	(293,034)	0	2029
2030	42,723			564			43,287								1,500	12,000			800	14,300	28,987	(264,046)	0	2030
2031	42,510			564			43,074								1,500	12,000			800	14,300	28,774	(235,273)	0	2031
2032	42,297			564			42,861								1,500	12,000			800	14,300	28,561	(206,712)	0	2032
2033	42,086			564			42,650								1,500	12,000			800	14,300	28,350	(178,362)	0	2033
2034	41,875			564			42,439								1,500	12,000			800	14,300	28,139	(150,223)	0	2034
2035	41,666			564			42,230								1,500	12,000			800	14,300	27,930	(122,293)	0	2035
2036	41,458			564			42,022								1,500	12,000			800	14,300	27,722	(94,571)	0	2036
2037	41,250			564			41,814								1,500	12,000			800	14,300	27,514	(67,057)	0	2037
2038	41,044			564			41,608								1,500	12,000			800	14,300	27,308	(39,749)	0	2038
2039	40,839			564			41,403								1,500	12,000			800	14,300	27,103	(12,646)	0	2039
2040	40,635			564			41,199								1,500	12,000			800	14,300	26,899	14,253	0	2040
Total	967,445	44	7,097	11,844	3,744,867	350,000	5,081,297	640,000	39,083	990,000	66,768	335,000	23,979	170,086	30,194	249,639	24,109		16,822	4,585,681				Total
Notes:																					Projected TID Closure			
1) Reimbursement amounts based on the Developer Agreement between the City and BRD 1 LLC dated May 25, 2022.																								

SECTION 10: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11: Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for commercial and residential development or redevelopment.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

This Plan Amendment promotes the orderly development of the City by creating opportunities for new development or redevelopment, rehabilitating and conserving property, and providing necessary public infrastructure improvements. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes non-project costs of approximately \$1.3 million for utility infrastructure outside the boundary of the District and road improvements that are within a ½ mile radius of the District boundary. These costs will be funded by the Developer.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

SAMPLE

Mayor
City of Baraboo
101 South Blvd.
Baraboo, Wisconsin 53913

RE: Project Plan Amendment for Tax Incremental District No. 8

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Baraboo, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Baraboo Tax Incremental District No. 8 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:				2021	Percentage	
County				3,469,996	15.62%	
Municipality				8,999,901	40.50%	
School District				8,992,092	40.47%	
Technical College				757,799	3.41%	
Total				22,219,789		
Revenue Year	County	Municipality	School District	Technical College	Total	Revenue Year
2020	6,962	18,058	18,042	1,520	44,583	2020
2021	7,002	18,160	18,144	1,529	44,834	2021
2022	17,883	46,381	46,341	3,905	114,510	2022
2023	6,910	17,923	17,907	1,509	44,249	2023
2024	6,876	17,833	17,818	1,502	44,028	2024
2025	6,841	17,744	17,728	1,494	43,808	2025
2026	6,807	17,655	17,640	1,487	43,589	2026
2027	6,773	17,567	17,552	1,479	43,371	2027
2028	6,739	17,479	17,464	1,472	43,154	2028
2029	6,706	17,392	17,377	1,464	42,938	2029
2030	6,672	17,305	17,290	1,457	42,723	2030
2031	6,639	17,218	17,203	1,450	42,510	2031
2032	6,605	17,132	17,117	1,443	42,297	2032
2033	6,572	17,046	17,032	1,435	42,086	2033
2034	6,540	16,961	16,946	1,428	41,875	2034
2035	6,507	16,876	16,862	1,421	41,666	2035
2036	6,474	16,792	16,777	1,414	41,458	2036
2037	6,442	16,708	16,694	1,407	41,250	2037
2038	6,410	16,624	16,610	1,400	41,044	2038
2039	6,378	16,541	16,527	1,393	40,839	2039
2040	6,346	16,459	16,444	1,386	40,635	2040
	151,083	391,854	391,514	32,994	967,445	

Notes:
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

July 12, 2022

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND BOUNDARIES OF TAX
INCREMENTAL DISTRICT NO. 11,
CITY OF BARABOO, WISCONSIN**

WHEREAS, the City of Baraboo (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 11 (the "District") was created by the City on September 22, 2020 as a mixed-use district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1005(4)(h)2.
- b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1005(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sauk County, the Baraboo School District, and the Madison Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 21, 2022 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo that:

1. The boundaries of the District named "Tax Incremental District No. 11, City of Baraboo", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2022.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for mixed-use development as defined by Wisconsin Statutes Section 66.1105(2)(cm).
 - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a mixed-use district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District
 - (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be added to the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
 - h) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District, as amended.

- i) Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.
- 4. The Project Plan for "Tax Incremental District No. 11, City of Baraboo" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2022, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2022.

Mayor

City Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 11
CITY OF BARABOO**

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 6, 2022

DRAFT TERRITORY & PROJECT PLAN AMENDMENT

City of Baraboo, Wisconsin

Tax Incremental District No. 11



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 21, 2022
Public Hearing Held:	June 21, 2022
Consideration by Plan Commission:	June 21, 2022
Consideration by Common Council:	July 14, 2022
Consideration by the Joint Review Board:	TBD

TABLE OF CONTENTS

Executive Summary.....	3
Preliminary Map of Original District Boundary and Territory to be Added	6
Map Showing Existing Uses and Conditions Within the Territory to be Added	8
Preliminary Identification of Parcels to be Added	10
Equalized Value Test	13
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District	14
Map Showing Proposed Improvements and Uses Within the Territory to be Added...	21
Detailed List of Estimated Project Costs	23
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred.....	24
Annexed Property.....	28
Estimate of Property to be Devoted to Retail Business	28
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances.....	28
Statement of the Proposed Method for the Relocation of any Persons to be Displaced	29
How Amendment of the Tax Incremental District Promotes the Orderly Development of the City.....	29
List of Estimated Non-Project Costs	30
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)	31
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions.....	32

SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 11 (“District”) is a 71- acre Mixed Use District created on September 22, 2020. The District was created to overlay TID #7 and pay the costs of development incentives needed to promote development within the area.

The District was amended in 2020 to share excess funds with TID #8 and TID #10.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

Estimated Total Project Cost Expenditures

The original project plan identified approximately \$2.1 million of project costs. The expenditure authority granted in the original project plan is retained through this amendment. The City is increasing total expenditure authority through this amendment by approximately \$27.05 million (“Project Costs”). This includes increasing the amount for potential developer incentives, public infrastructure costs, and donations to TID #8 and TID #10.

Any developer incentive will be reviewed on a case-by-case basis, subject to “but for” findings, and require a developer agreement.

Incremental Valuation

The City projects that new land and improvements value of approximately \$74.4 million will result from this amendment. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs by the District's final year of increment collection in 2041.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:
 - The expectation potential developments will not be viable without public participation based on extraordinary costs associated with development of existing sites. This will warrant the use of development incentives, subject to any proposed development meeting the “but for” test, and a development agreement approved by the City.
 - The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.
2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**
 - That the Developer is likely to purchase goods and services from local suppliers, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits

expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District, as amended, is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm).
5. Based on the foregoing finding, the District remains designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created. Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the amended District. Costs related to newly-platted residential development may be incurred based on the proposed development [having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

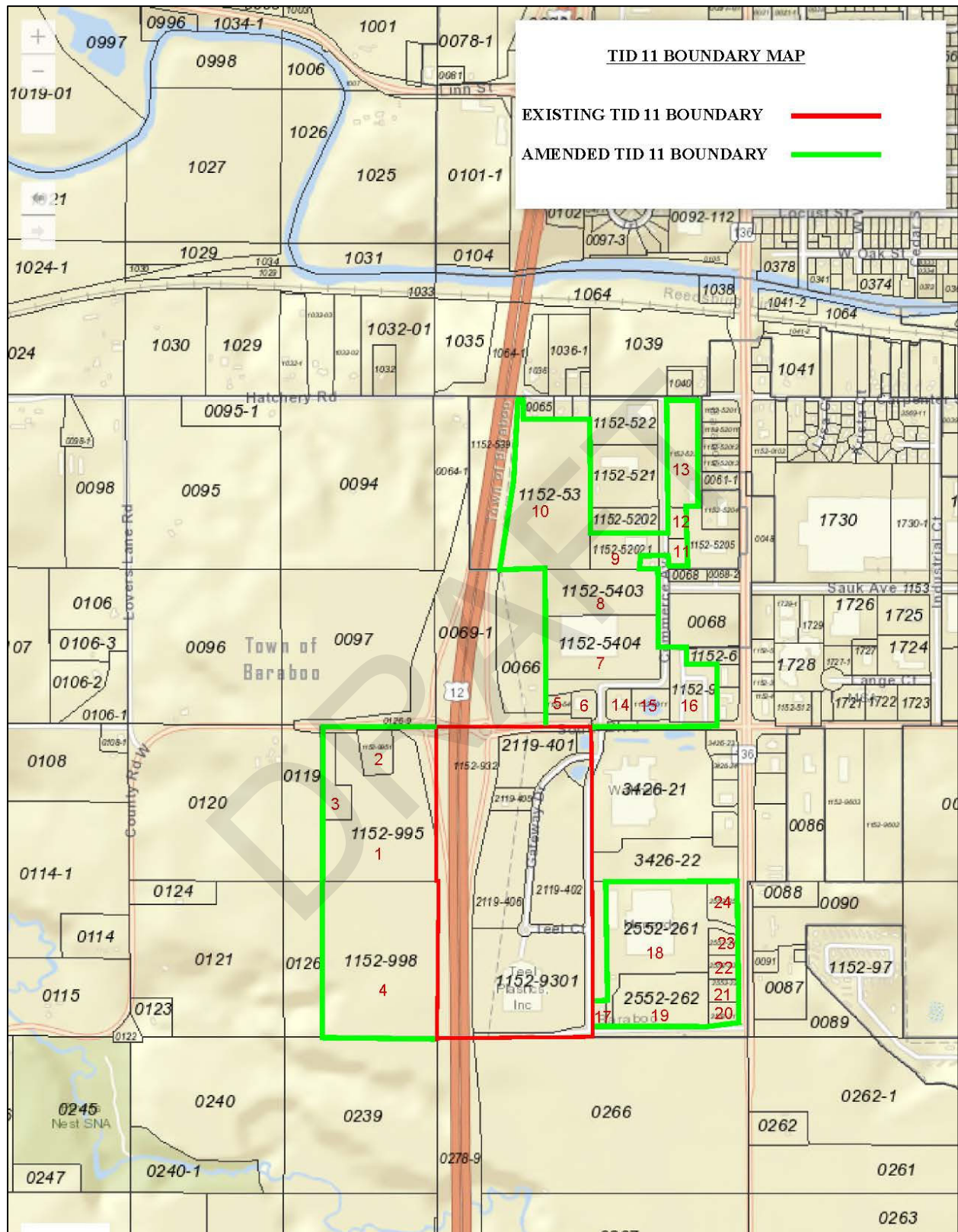
SECTION 2:

Preliminary Map of Original District Boundary and Territory to be Added

Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

DRAFT



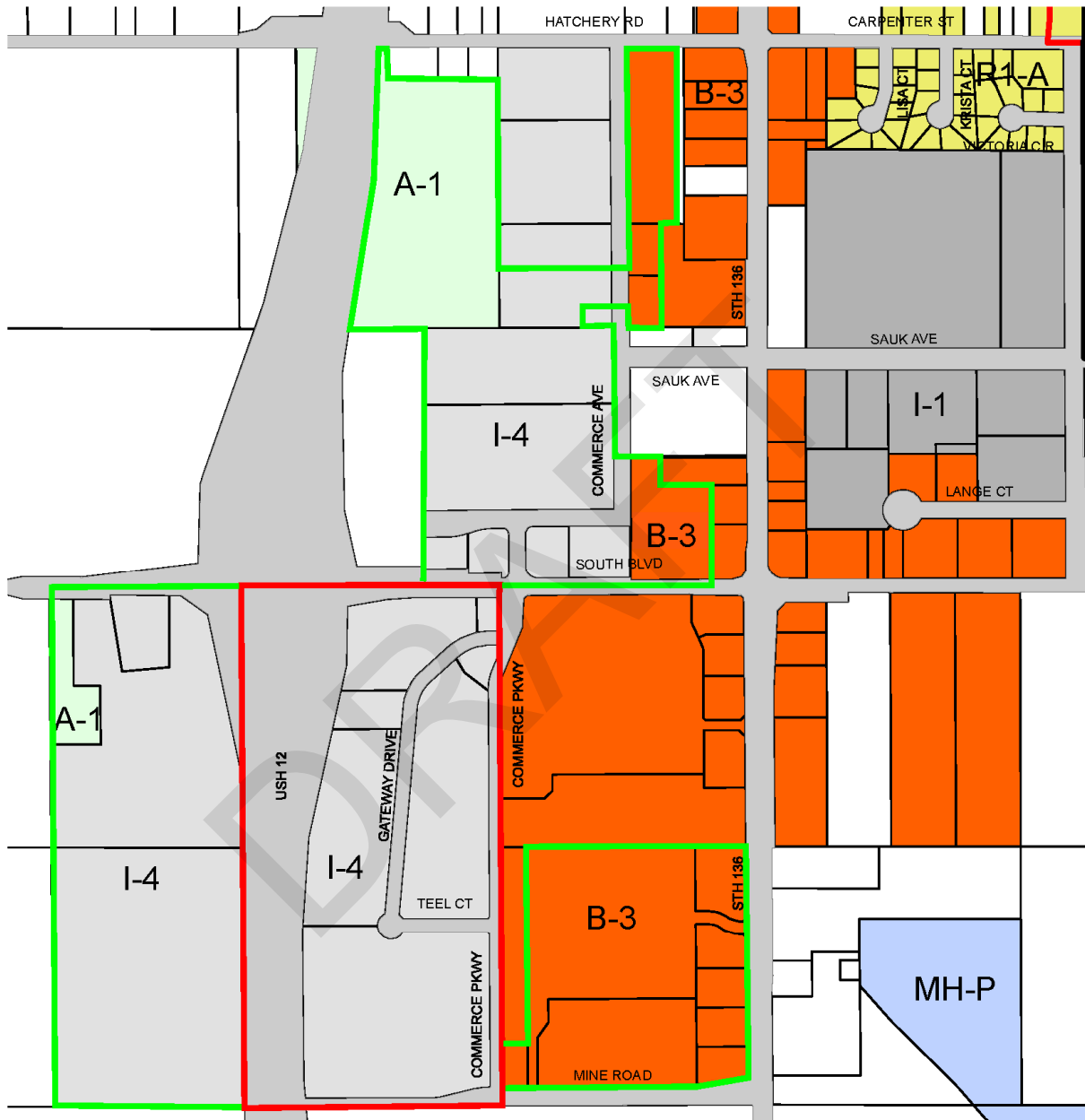
SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

DRAFT

TID 11 ZONING MAP



Legend:

- A-1: Agricultural Traditional
- B-3: Highway Oriented Business District
- I-4: Planned Industrial/Business

SECTION 4:

Preliminary Identification of Parcels to be Added

See parcel list found on following page.

DRAFT

City of Baraboo, Wisconsin														Assessment Roll Classification? (Residential = Class 1, Commercial = Class 2, Manufacturing = Class 3, Ag = Class 4, Undeveloped = Class 5, Ag Forest = Class 5M, Forest = Class 6, Other = Class 7 & Exempt = X)
Tax Increment District # 11														
Base Property Information (Parcels being added)														
Property Information				Assessment Information				Equalized Value						
Map Ref #	Parcel Number	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total		
1	206-1152-99500	Spirit Lake LLC	21.53	5,600	0	0	5,600	99.41%	5,633	0	0	5,633	4	
2	206-1152-99510	Spirit Lake LLC	2.40	53,900	0	0	53,900	99.41%	54,221	0	0	54,221	1	
3	206-1152-99520	Wis Power & Light Co	2.97	0	0	0	0	99.41%	0	0	0	0	X	
4	206-1152-99800	Spirit Lake LLC	30.00	9,300	0	0	9,300	99.41%	9,355	0	0	9,355	4, 5M	
5	206-1152-54000	City of Baraboo	0.86	0	0	0	0	99.41%	0	0	0	0	X	
6	206-1152-54010	South Baraboo LLC	1.13	276,100	1,187,400	0	1,463,500	99.41%	277,744	1,194,470	0	1,472,214	2	
7	206-1152-54040	Larson Enterprises	12.00	627,300	5,487,100	0	6,114,400	99.41%	631,035	5,519,772	0	6,150,807	2	
8	206-1152-54030	Larson Enterprises	8.64	316,100	0	0	316,100	99.41%	317,982	0	0	317,982	2	
9	206-1152-52021	Brinker Properties LLC	3.75	55,800	804,900	0	860,700	99.41%	56,132	809,693	0	865,825	3	
10	206-1152-53000	Foley Living Trust	19.59	4,900	0	0	4,900	99.41%	4,929	0	0	4,929	4	
11	206-1152-52052	SSS Properties LLC	1.01	44,900	0	0	44,900	99.41%	45,167	0	0	45,167	2	
12	206-1152-52051	SSS Properties LLC	1.02	45,100	0	0	45,100	99.41%	45,369	0	0	45,369	2	
13	206-1152-52300	Equity Cooperative Livestock Sales Association	5.52	288,500	1,218,100	0	1,506,600	99.41%	290,218	1,225,353	0	1,515,571	2	
14	206-1152-90100	Summit Credit Union	1.37	322,300	1,234,800	0	1,557,100	99.41%	324,219	1,242,152	0	1,566,371	2	
15	206-1152-90110	City of Baraboo	1.93	0	0	0	0	99.41%	0	0	0	0	X	
16	206-1152-90000	MAJ3 LLC	5.30	545,400	0	0	545,400	99.41%	548,647	0	0	548,647	2	
17	206-2552-29000	City of Baraboo	0.62	0	0	0	0	99.41%	0	0	0	0	X	
18	206-2552-26100	Menard Inc.	16.47	1,694,900	6,047,600	0	7,742,500	99.41%	1,704,992	6,083,609	0	7,788,601	2	
19	206-2552-26200	Menard Inc.	8.11	834,600	0	0	834,600	99.41%	839,569	0	0	839,569	2	
20	206-2552-21000	Menard Inc.	1.07	316,300	0	0	316,300	99.41%	318,183	0	0	318,183	2	
21	206-2552-22000	Menard Inc.	1.20	352,700	0	0	352,700	99.41%	354,800	0	0	354,800	2	
22	206-2552-23000	Menard Inc.	1.20	352,700	0	0	352,700	99.41%	354,800	0	0	354,800	2	
23	206-2552-24000	Menard Inc.	1.21	356,600	0	0	356,600	99.41%	358,723	0	0	358,723	2	
24	206-2552-25000	Menard Inc.	2.09	615,900	0	0	615,900	99.41%	619,567	0	0	619,567	2	
Total Acreage			150.99	7,118,900	15,979,900	0	23,098,800		7,161,288	16,075,049	0			
												Estimated Base Value	23,236,338	
The above values are as of January 1, 2021. Actual base value certification of the territory will be based on January 1, 2022 assessed values.														

The above values are as of January 1, 2021. Actual base value certification of the territory will be based on January 1, 2022 assessed values.

City of Baraboo, WI

Tax Incremental District #11

Land Use Summary

Property Information			District Classification			
Parcel Number	Owner	Acreage	Industrial	Commercial/ Business	Newly Platted Residential	Suitable for Mixed Use
Added Parcels						
206-1152-99500	Spirit Lake LLC	21.53		13.99	7.54	21.53
206-1152-99510	Spirit Lake LLC	2.40		2.40		2.40
206-1152-99520	Wis Power & Light Co	2.97				0.00
206-1152-99800	Spirit Lake LLC	30.00		19.50	10.5	30.00
206-1152-54000	City of Baraboo	0.86				0.00
206-1152-54010	South Baraboo LLC	1.13		1.13		1.13
206-1152-54040	Larson Enterprises	12.00		12.00		12.00
206-1152-54030	Larson Enterprises	8.64		8.64		8.64
206-1152-52021	Brinker Properties LLC	3.75	3.75			3.75
206-1152-53000	Foley Living Trust	19.59				0.00
206-1152-52052	SSS Properties LLC	1.01		1.01		1.01
206-1152-52051	SSS Properties LLC	1.02		1.02		1.02
206-1152-52300	Equity Cooperative Livestock Sales Association	5.52		5.52		5.52
206-1152-90100	Summit Credit Union	1.37		1.37		1.37
206-1152-90110	City of Baraboo	1.93				0.00
206-1152-90000	MAJ3 LLC	5.30		5.30		5.30
206-2552-29000	City of Baraboo	0.62				0.00
206-2552-26100	Menard Inc.	16.47		16.47		16.47
206-2552-26200	Menard Inc.	8.11		8.11		8.11
206-2552-21000	Menard Inc.	1.07		1.07		1.07
206-2552-22000	Menard Inc.	1.20		1.2		1.20
206-2552-23000	Menard Inc.	1.20		1.2		1.20
206-2552-24000	Menard Inc.	1.21		1.21		1.21
206-2552-25000	Menard Inc.	2.09		2.09		2.09
Original						
206-1152-93010		18.66	18.66			18.66
206-1152-93200		22.60				0.00
206-2119-40100		5.72		5.72		5.72
206-2119-40200		11.64	11.64			11.64
206-2119-40600		9.30		9.3		9.30
206-2119-40500		1.55		1.55		1.55
Total Acreage		221.67	34.05 15.36%	119.80 54.05%	18.04 8.14%	171.89 77.54%

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$39,228,038. This value is less than the maximum of \$989,632,800 in equalized value that is permitted for the City.

City of Baraboo, Wisconsin	
Tax Increment District # 11	
Valuation Test Compliance Calculation	
District Amendment Date	7/12/2022
	Valuation Data
	Currently Available
	2021
Total EV (TID In)	989,632,800
12% Test	118,755,936
Increment of Existing TIDs	
TID #6	Terminated
TID #7	10,425,700
TID #8	4,840,800
TID #9	Terminated
TID #10	41,500
TID #11	683,700
Total Existing Increment	15,991,700
Projected Base of New or Amended District	23,236,338
Less Value of Any Underlying TID Parcels	0
Total Value Subject to 12% Test	39,228,038
Compliance	PASS

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on September 22, 2020 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its CDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City does not intend to make project cost expenditures outside the District.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

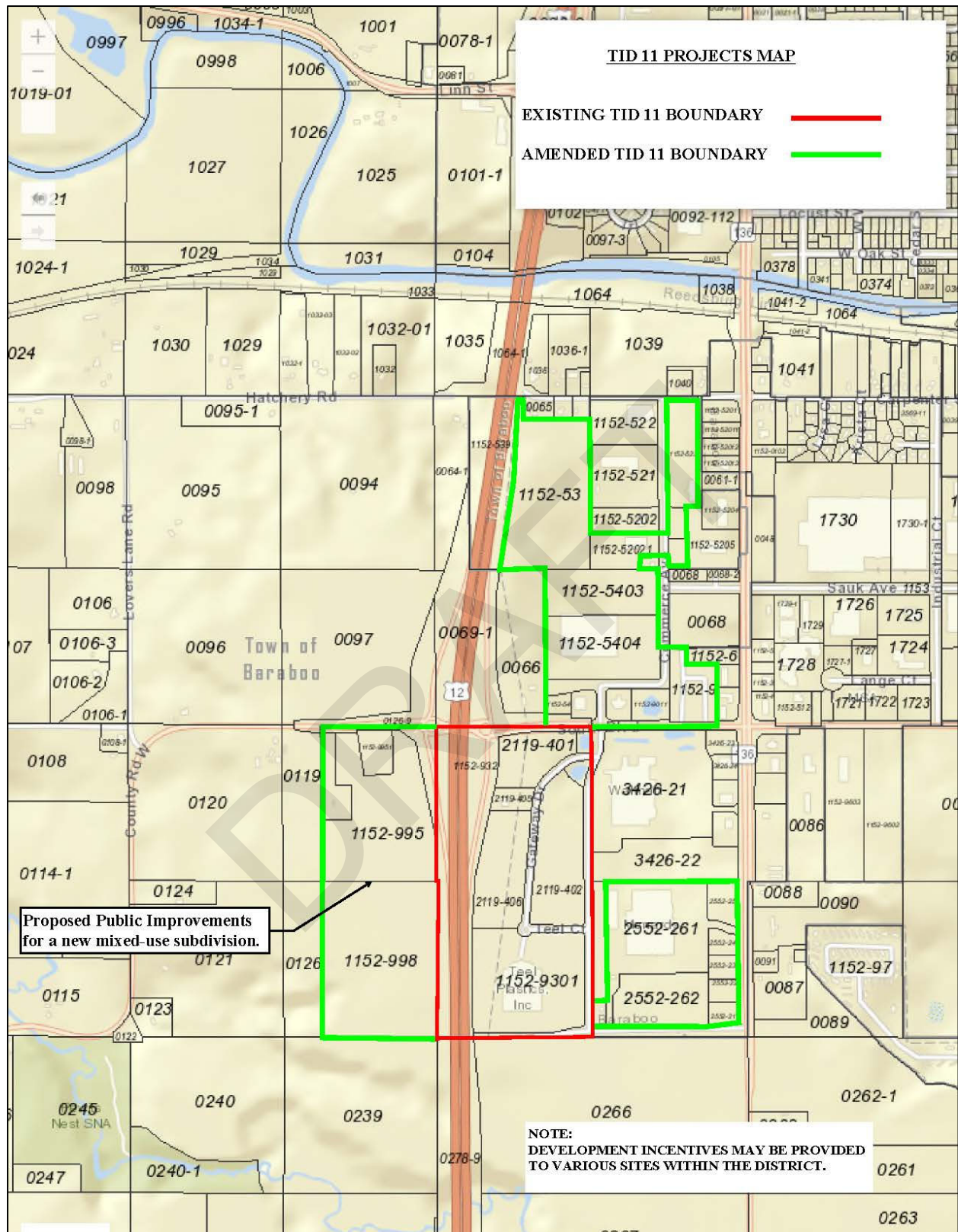
DRAFT

SECTION 7:

Map Showing Proposed Improvements and Uses Within the Territory to be Added

Map Found on Following Page.

DRAFT



SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs included in the original project plan and the costs the City expects to make, or may need to make in conjunction with this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Baraboo, Wisconsin			
Tax Increment District # 11			
Project List			
<u>Project Name/Type</u>	Original Plan	Amended/ Additional Costs	Total
Development Incentive ¹	2,000,000	16,625,000	18,625,000
TID Creation or amendment	20,000	20,000	40,000
Ongoing planning & Administration	64,458		64,458
Public Infrastructure Costs (roads and utilities)		6,500,000	6,500,000
Donations to TID #10		3,550,000	3,550,000
Donations to TID #8		350,000	350,000
			0
Total Projects	<u>2,084,458</u>	<u>27,045,000</u>	<u>29,129,458</u>
Notes:			
1. Developer incentive allowance based on 22% of incremental value of projected developments. Any developer incentive will be reviewed on a case by case basis, subject to but for findings, and require a developer agreement.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$74.4 million in incremental value. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$23.66 per thousand of equalized value declining -0.50% annually, and no economic appreciation or depreciation, the District would generate \$25.2 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Financing and Implementation

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2041 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 1 - Development Assumptions

City of Baraboo, Wisconsin														
Tax Increment District # 11														
Development Assumptions														
Construction Year	Actual	Hotel	Spirit Lake Apartments Phase 1	Spirit Lake Gas Station	Spirit Lake Commercial	Spirit Lake Retail	Spirit Lake Restaurant	Spirit Lake Hotel	Spirit Lake Apartments Phase II	I am Dairy Commercial	VA Clinic	Menards Storage Buildings	Annual Total	Construction Year
1 2020	683,700												683,700	2020 1
2 2021													0	2021 2
3 2022		4,500,000											4,500,000	2022 3
4 2023		6,200,000	10,000,000	1,500,000	4,500,000						3,000,000	3,500,000	28,700,000	2023 4
5 2024			10,000,000							1,750,000			11,750,000	2024 5
6 2025													0	2025 6
7 2026						1,500,000	1,500,000	5,000,000					8,000,000	2026 7
8 2027													0	2027 8
9 2028					1,500,000				10,000,000				11,500,000	2028 9
10 2029									10,000,000				10,000,000	2029 10
11 2030													0	2030 11
12 2031													0	2031 12
13 2032													0	2032 13
14 2033													0	2033 14
15 2034													0	2034 15
16 2035													0	2035 16
17 2036													0	2036 17
18 2037													0	2037 18
19 2038													0	2038 19
20 2039													0	2039 20
Totals	683,700	10,700,000	20,000,000	1,500,000	6,000,000	1,500,000	1,500,000	5,000,000	20,000,000	1,750,000	3,000,000	3,500,000	75,133,700	
Notes:														

Table 2 – Tax Increment Projection Worksheet

City of Baraboo, Wisconsin								
Tax Increment District # 11								
Tax Increment Projection Worksheet								
Type of District	Mixed Use					Base Value	10,673,500	
District Creation Date	September 22, 2020					Appreciation Factor	0.00%	
Valuation Date	Jan 1,		2020		Base Tax Rate	\$23.66		
Max Life (Years)	20					Rate Adjustment Factor	-0.50%	
Expenditure Period/Termination	15		9/22/2035					
Revenue Periods/Final Year	20		2041					
Extension Eligibility/Years	Yes		3		Tax Exempt Discount Rate	N/A		
Eligible Recipient District	No					Taxable Discount Rate	N/A	

Construction	Valuation	Inflation	Total	Revenue Year	Tax Rate	Tax Increment
Year	Value Added	Year	Increment	Year		
1 2020	683,700	2021	0	2022	\$23.66	16,173
2 2021	0	2022	0	2023	\$23.54	16,092
3 2022	4,500,000	2023	0	2024	\$23.42	121,399
4 2023	28,700,000	2024	0	2025	\$23.30	789,564
5 2024	11,750,000	2025	0	2026	\$23.19	1,058,048
6 2025	0	2026	0	2027	\$23.07	1,052,758
7 2026	8,000,000	2027	0	2028	\$22.95	1,231,130
8 2027	0	2028	0	2029	\$22.84	1,224,974
9 2028	11,500,000	2029	0	2030	\$22.73	1,480,191
10 2029	10,000,000	2030	0	2031	\$22.61	1,698,909
11 2030	0	2031	0	2032	\$22.50	1,690,414
12 2031	0	2032	0	2033	\$22.39	1,681,962
13 2032	0	2033	0	2034	\$22.27	1,673,552
14 2033	0	2034	0	2035	\$22.16	1,665,184
15 2034	0	2035	0	2036	\$22.05	1,656,858
16 2035	0	2036	0	2037	\$21.94	1,648,574
17 2036	0	2037	0	2038	\$21.83	1,640,331
18 2037	0	2038	0	2039	\$21.72	1,632,130
19 2038	0	2039	0	2040	\$21.61	1,623,969
20 2039	0	2040	0	2041	\$21.51	1,615,849
Totals	75,133,700		0		Future Value of Increment	25,218,063

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Table 3 – Cash Flow

City of Baraboo, Wisconsin

Tax Increment District # 11

Cash Flow Projection

	Projected Revenues			Expenditures														Balances				
	Tax	Bond	Total	Hotel	Potential	Note Anticipation Note			G.O. Bonds Series 2028													
	Increments	Proceeds	Revenues	MRO	MRO	6,500,000			6,795,000			Donations to	Donations to	Capital	Conservation &	Fiscal	General	Total	Annual	Cumulative	Principal	Year
Year				2,600,000	Payments	Dated Date:	06/01/23	Interest	Dated Date:	06/01/28	Interest	TID #10	TID #8	Outlay	Development	Charges	Government	Expenditures			Outstanding	
2020			0												13,694	13	1,000	14,707	(14,707)	(14,707)		2020
2021			0													6	905	911	(911)	(15,618)		2021
2022	16,173		16,173														1,000	1,000	15,173	(445)		2022
2023	16,092	6,500,000	6,516,092											6,500,000			1,000	6,501,000	15,092	14,647	6,500,000	2023
2024	121,399		121,399	79,040				390,000									1,000	470,040	(348,642)	(333,994)	6,500,000	2024
2025	789,564		789,564	187,000				260,000									1,000	448,000	341,564	7,570	6,500,000	2025
2026	1,058,048		1,058,048	186,065				260,000				600,000					1,000	1,047,065	10,983	18,553	6,500,000	2026
2027	1,052,758		1,052,758	185,135	316,056			260,000				300,000					1,000	1,062,190	(9,432)	9,121	6,500,000	2027
2028	1,231,130	6,630,000	7,861,130	184,209	387,929	6,500,000	4.00%	130,000					350,000				1,000	7,553,138	307,991	317,112	6,795,000	2028
2029	1,224,974		1,224,974	183,288	385,990				175,000	4.75%	479,988	300,000					1,000	1,525,265	(300,291)	16,821	6,620,000	2029
2030	1,480,191		1,480,191	182,372	488,597				175,000	4.75%	310,294	300,000					1,000	1,457,262	22,929	39,750	6,445,000	2030
2031	1,698,909		1,698,909	181,460	576,601				200,000	4.75%	301,388	300,000					1,000	1,560,448	138,460	178,210	6,245,000	2031
2032	1,690,414		1,690,414	180,552	573,718				200,000	4.75%	291,888	300,000					1,000	1,547,158	143,256	321,467	6,045,000	2032
2033	1,681,962		1,681,962	179,650	570,849				300,000	4.75%	280,013	300,000					1,000	1,631,512	50,450	371,917	5,745,000	2033
2034	1,673,552		1,673,552	178,751	567,995				400,000	4.75%	263,388	300,000					1,000	1,711,134	(37,582)	334,335	5,345,000	2034
2035	1,665,184		1,665,184	177,858	565,155				500,000	4.75%	242,013	300,000					1,000	1,786,025	(120,841)	213,494	4,845,000	2035
2036	1,656,858		1,656,858	176,968	562,329				600,000	4.75%	215,888	150,000					1,000	1,706,185	(49,327)	164,167	4,245,000	2036
2037	1,648,574		1,648,574	176,084	559,518				700,000	4.75%	185,013	100,000					1,000	1,721,614	(73,040)	91,128	3,545,000	2037
2038	1,640,331		1,640,331	161,568	556,720				700,000	4.75%	151,763	100,000					1,000	1,671,051	(30,720)	60,408	2,845,000	2038
2039	1,632,130		1,632,130		553,937				850,000	4.75%	114,950	100,000					1,000	1,619,887	12,243	72,651	1,995,000	2039
2040	1,623,969		1,623,969		551,167				950,000	4.75%	72,200	100,000					1,000	1,674,367	(50,398)	22,253	1,045,000	2040
2041	1,615,849		1,615,849		548,411				1,045,000	4.75%	24,819						1,000	1,619,230	(3,381)	18,872	0	2041
Total	25,218,063	13,130,000	38,348,063	2,600,000	7,764,972	6,500,000		1,300,000	6,795,000		2,933,600	3,550,000	350,000	6,500,000	13,694	19	21,905	38,329,190				Total
Notes:																			Projected TID Closure			

SECTION 10: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11: Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for commercial and industrial use.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

This Plan Amendment promotes the orderly development of the City by creating opportunities for mixed use development, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

SAMPLE

Mayor
City of Baraboo
101 South Blvd.
Baraboo, Wisconsin 53913

RE: Project Plan Amendment for Tax Incremental District No. 11

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Baraboo, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Baraboo Tax Incremental District No. 11 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:			2021		Percentage	
County			3,469,996		15.62%	
Technical College			8,999,901		40.50%	
Municipality			8,992,092		40.47%	
School District			757,799		3.41%	
Total			<u>22,219,789</u>			
Revenue Year	County	Technical College	Municipality	School District	Total	Revenue Year
2022	2,526	6,551	6,545	552	16,173	2022
2023	2,513	6,518	6,512	549	16,092	2023
2024	18,958	49,171	49,129	4,140	121,399	2024
2025	123,304	319,805	319,528	26,928	789,564	2025
2026	165,232	428,552	428,180	36,084	1,058,048	2026
2027	164,406	426,409	426,039	35,904	1,052,758	2027
2028	192,262	498,657	498,224	41,987	1,231,130	2028
2029	191,300	496,163	495,733	41,777	1,224,974	2029
2030	231,157	599,537	599,016	50,481	1,480,191	2030
2031	265,313	688,126	687,529	57,941	1,698,909	2031
2032	263,987	684,685	684,091	57,651	1,690,414	2032
2033	262,667	681,262	680,671	57,363	1,681,962	2033
2034	261,354	677,855	677,267	57,076	1,673,552	2034
2035	260,047	674,466	673,881	56,791	1,665,184	2035
2036	258,747	671,094	670,511	56,507	1,656,858	2036
2037	257,453	667,738	667,159	56,224	1,648,574	2037
2038	256,166	664,400	663,823	55,943	1,640,331	2038
2039	254,885	661,078	660,504	55,663	1,632,130	2039
2040	253,610	657,772	657,201	55,385	1,623,969	2040
2041	252,342	654,483	653,915	55,108	1,615,849	2041
		<u>3,938,228</u>	<u>10,214,322</u>	<u>10,205,459</u>	<u>860,055</u>	<u>25,218,063</u>
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						

NBR - 7

RESOLUTION NO. 2022 -

Dated: July 12, 2022

The City of Baraboo, Wisconsin

Background: City staff have been working with a private developer to develop Tax Parcels 206-1079-20000, 206-1079-30000, and 206-2745-07700 into a private condominium development. They anticipate that they will construct nearly 85 condo units with all streets being privately owned and operated. They have requested that the city own and operate all utilities after they construct them to our standards. They have requested that we provide upgrades to Waldo St and assess their benefiting costs back to them. They anticipate connection to Waldo street in three locations and one connect onto Parkside as well as a connection of their internal multiuse path. On Parkside we will install a crosswalk and make a connection of our Pierce Park multiuse path to that intersection.

Fiscal Note: ☐ Not Required ☒ Budgeted Expenditure ☒ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the Development Agreement on behalf of the City with KMD, LLC, for the purposes of construction of the condominium development as proposed in the attached agreement. The City Engineer, City Parks Director and City Administer are authorized to begin development of plans to fulfill the city's obligations of this agreement.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of June 28, 2022 (the “**Effective Date**”) by and among the City of Baraboo (“**City**”), a Wisconsin municipal corporation, and KMD Development LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. Developer owns real estate in the City with tax key numbers of 206-1079-20000, 206-1079-30000, and 206-2745-07700 (located between Waldo Street and Parkside Avenue) and as further described on the **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer, pursuant to the terms and conditions of this Agreement, intends to develop a condominium subdivision on the Property that includes eighty-five (85) condominium units comprised of two-unit and three-unit condominium buildings (the “**Project**”).

C. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City.

D. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and stormwater runoff control and street improvements to serve the Project.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

AGREEMENT

ARTICLE I – REQUIRED INFORMATION

1.1 Required Information. The City shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided to the City in a form and in substance reasonably acceptable to the City. On or before August 31, 2022, Developer shall provide to the City the following required information related to the anticipated development of the Property (collectively, the “**Required Information**”) and such other documentation as the City may request, both in form and in substance acceptable to the City:

(a) A title policy issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Exceptions**”). None of the Exceptions shall interfere with the proposed development and use of the Project.

(b) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

- (i) Intended commencement and completion date,
- (ii) Reasonably estimated costs associated with the construction, and
- (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(c) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies.

(d) A copy of the final site construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the City shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

ARTICLE II- DEVELOPER OBLIGATIONS

2.1 Improvements. Developer shall make, at Developer’s own expense, the following improvements and perform the following work on the Property subject to the Final Plans and pursuant to the other terms and conditions of this Agreement (collectively, the “**Developer Improvements**”):

(a) Developer shall commence construction of the Project (installing footings for the first condominium building(s)) on or before November 15, 2022, and the Project shall consist of condominium buildings and other improvements consistent with the Final Plans. Upon commencement of such work, Developer shall proceed to the full completion of all of the improvements set forth in this Section 2.1 with due diligence and without unreasonable delay or interruption with the exception of force majeure events, if any, as defined in Section 15.10 below. The Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances. On or before December 31, 2024 (the “**Performance Date**”), all Public Improvements (as defined below) shall be completed and accepted by the City. The developer anticipates to have up to six phases and will build out according to market demands.

(b) Developer shall complete the installation of all municipal infrastructure necessary to service the Project, including, without limitation, the public improvements set forth in **Exhibit B** attached hereto and incorporated herein by reference (the “**Public Improvements**”), consistent with the Final Plans and all applicable laws and regulations related to the construction of such public improvements (including, without limitation, as set forth in Section 2.4 below). For the avoidance of any doubt, Developer shall include in the Final Plans submitted to the City all plans and specifications for all of the Public Improvements. The Final Plans shall, among other things, meet City standards requirements for design and construction of Public Improvements for a development in the City. Upon receiving all necessary approvals by the City (which may be withheld for any lawful reason), Developer shall donate the Public Improvements to the City.

(c) Developer shall promptly pay for all City impact fees. As additional consideration to Developer for this Agreement and as long as no Default exists under this Agreement, the City agrees to defer the due date for the payment of impact fees to on or before thirty (30) calendar days after the earlier of Developer receiving: (i) a certificate of occupancy for all of the duplex buildings, or (ii) a certificate of substantial completion from Developer’s architect for the Project related to all three-unit condominium buildings on the Property.

(d) Developer shall install all private streets through the Property necessary to serve the Project and shall provide public access to said private streets to and from Waldo Street and Parkside Avenue.

(e) Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod.

(f) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(g) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(h) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(i) Developer shall be responsible for all erosion control related to construction of all improvements on the Property.

(j) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

The obligations on the Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer’s successors and assigns and all other persons or entities acquiring any interest in the Property; provided, however, this Agreement shall automatically terminate on the earlier of: (a) the twentieth (20th) anniversary of the Effective Date, or (b) upon the payment in full of the special assessment on the Property related to the Waldo Street improvements. Either the City or Developer may record a memorandum acknowledging such termination.

2.2 Progress and Quality of Work. Upon commencement of the project the developer shall proceed to the full completion of the infrastructure part of the project with the possibility it will be done in stages and that the individual buildings will be built in phases subject to ongoing sales.

2.3 Compliance Obligations. The Project shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The City shall, at Developer's cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.

2.4 Design, Construction and Installation of Public Improvements. Pursuant to and in reliance on Wis. Stat. §62.15(1e), Developer shall design, construct and install, at Developer's own expense, the Public Improvements pursuant to the applicable regulations, codes, standards and specifications established by the City's Department of Public Works and the State of Wisconsin to support the Project. Developer shall also provide to the City as-built construction records for the Public Improvements in an electronic format acceptable to the City.

2.5 Improvements Donation and Easements. Pursuant to and in reliance on Wis. Stat. §62.15(1e), Developer shall donate all Public Improvements to the City pursuant to the terms of this Agreement. If the City determines (in the City's sole discretion) that easements are necessary for furtherance of utilities servicing the Project, including, but not limited to, sewer, water, lighting, gas or electricity, Developer shall dedicate, donate or convey such easements at no cost to the City. Upon the conveyance of any storm water detention pond(s) on the Property from Developer to the City, Developer agrees to provide to the City an access easement (to the extent necessary and in form and substance acceptable to the City) to access the portion of the Property conveyed to the City that includes such pond(s).

2.6 Acceptance of Improvements Donation or Work. The City, or its designee, shall inspect the Public Improvements intended to be donated as they are installed and, if acceptable to the City Engineer, or his/her designee (in his/her sole discretion), certify such improvements as being in compliance with the standards and specifications of the City. Developer shall assume all reasonable third-party inspection services and construction engineering review costs incurred by the City. Before obtaining certification of the Public Improvements, the Developer shall present to the City valid lien waivers from the general contractor for all persons providing materials or performing work on the Public Improvements. Certification by the City Engineer does not constitute a waiver by the City of the right to pursue its default remedies for defects in or failure of any of the Public Improvements that are detected or which occur following such certification.

Developer further agrees that the donation or dedication of right-of-way improvements and the required Public Improvements and utility easements will not be accepted by the City until they have been inspected and approved (in their sole discretion) by the City Engineer. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by a certified agency. Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance of the water system. Developer shall be responsible for all corrective work for Developer's water system installation. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the City, ownership and control of the system shall be turned over without any restrictions to the City.

Developer agrees to provide for maintenance and repair of all Public Improvements constructed by Developer until such improvements are formally donated and dedicated to and accepted by the City through resolution of the City's Common Council. The City will provide timely notice to Developer whenever inspection reveals that a Public Improvement does not conform to the standards and specifications found in the Final Plans or is otherwise defective. Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City shall not declare a Default under this Agreement during the thirty (30) day cure period on account of any such defect unless Developer has failed to commence a cure, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The City agrees to accept Developer's donation, dedication or conveyance of right-of-way and utility easements by Resolution of the City Council following certification by the City of the Public Improvements.

2.7 Guarantee of the Work. All guarantees or warranties for materials or workmanship for the Public Improvements shall be for a period of not less than two (2) years from the date of acceptance by the City and shall be assigned by Developer to the City (as beneficiary). Developer shall reasonably cooperate with the City in enforcing any such guarantees or warranties against the applicable contractor(s).

2.8 Indemnification and Insurance Required of Private Contractors. Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to Property or injury or death to persons caused by the Developer's performance of any work required of the Developer under this Agreement, unless the cause is due to the willful misconduct by the City or a breach of any applicable law by the City.

2.9 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

2.10 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.11 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

ARTICLE III– CITY IMPROVEMENTS

3.1 City Work. Within thirty (30) days after receipt of the commencement of construction and applicable Required Information, the City shall commence designing the City Improvements (as hereinafter defined). The City shall install the improvements and perform the work listed in **Exhibit C** attached hereto and incorporated by reference (the “**City Improvements**”) and pursuant to the terms of this Agreement. If the City Improvements are not completed within the timeframes provided in **Exhibit C**, solely as a result of acts or omissions by the City (for example and for the avoidance of any doubt, force majeure events are not acts or omissions by the City) and not as a result of untimely performance by Developer, any performance dates applicable to Developer Improvements that require the City

Improvements (or any of them) to be complete shall be automatically extended for the same period of time as the delay of the completion of the City Improvements.

3.2 Special Assessments. The Developer acknowledges and agrees that the City will special assess the Property for all costs incurred by the City related to the City Improvements and the Project as permitted by applicable laws, regulations and ordinances, including, without limitation, Chapter 8, Section 8.08 (Public Improvements and Assessments) of the City's General Code of Ordinances.

ARTICLE IV-ACCESS, INSPECTIONS AND CONTRACTORS

4.1 Access and Inspections. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Property and the Project.

4.2 Inspections for City's Benefit Only. All inspection conducted by the City or its agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

4.3 Contractors and Consulting Engineers. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform multiple inspections as a result of Developer's failure to meet the Final Plans) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V- ZONING, LAND USE AND RESTRICTIVE COVENANT

5.1 Zoning Compliance. Development on the Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each

required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

5.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render such Property exempt from Property taxation. Developer agrees to record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the City. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest as owner, tenant or occupant provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City. Notwithstanding any provision herein to the contrary, the foregoing deed restriction and restrictive covenant set forth in this Section 5.2 shall terminate and be of no further force or effect on and after the twentieth (20th) anniversary of the Effective Date.

ARTICLE VI– ASSIGNMENTS AND CHANGES OF CONTROL

6.1 Assignments and Change of Control. This Agreement shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "Ownership Interests" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current members of Developer are identified on **Exhibit D** attached hereto and incorporated herein by reference.

ARTICLE VII– DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

- (a) it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;
- (b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;
- (c) the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms;

(e) it will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require;

(h) it will take all reasonable steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal Property and fixtures located or used in connection with the Property;

(i) it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) it shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

(m) it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or

properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and

(o) there are no delinquent outstanding personal Property taxes, real estate taxes, or special assessments affecting the Property.

7.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

7.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VIII – CITY REPRESENTATION AND WARRANTIES

8.1 City Representations and Warranties. The City represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE IX – DEFAULTS

9.1 Default. Any one or more of the following shall constitute a “**Default**” under this Agreement.

(a) Developer fails to timely and fully perform, or comply with, any one or more of its respective obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein (including, without limitation, the untimely satisfaction of the Conditions or the untimely delivery of the Required Information).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

ARTICLE X– REMEDIES

10.1 Remedies. In the event of a Default, the City shall provide written notice to Developer of the Default (the “**Default Notice**”); however, such defaulting party shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 9.1(c) above.

(a) The Default Notice shall provide Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Default Notice.

(b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of buildings or improvements on the Property;

(ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys’ fees incurred by the City related to or arising out of a Default;

(iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, the conveyance of the Property; or

(iv) The City may terminate this Agreement.

ARTICLE XI – SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XII – TERMINATION

12.1 Termination. This Agreement shall not terminate until the termination by the City pursuant to the terms of this Agreement; however, and notwithstanding any provision herein to the contrary, the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIII – NOTICES

13.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

City of Baraboo
Attention: City Administrator
101 South Boulevard
Baraboo, WI 53913

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Developer:

KMD Development LLC
Attention: Max Dvorak
E9290 Hogsback Road
Baraboo, WI 53913

with a copy to:

ARTICLE XIV – APPLICABLE LAW

14.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sauk County, Wisconsin.

ARTICLE XV – MISCELLENEOUS

15.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

15.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

15.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

15.4 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15.5 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

15.6 No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

15.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

15.8 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

15.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Sauk County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

15.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a twelve (12) month extension on the deadlines set forth in Section 2.21 or 2.2 above should reasonable delays occur as a result of supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

15.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

15.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF BARABOO

By: _____
Name: Casey J. Bradley, City Administrator

Attest: _____
Name: Brenda Zeman, City Clerk

DEVELOPER: KMD DEVELOPMENT LLC

By: _____
Name: Max Dvorak, _____

STATE OF WISCONSIN)
) I
SAUK COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Casey J. Bradley and Brenda Zeman, the City Administrator and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
) I
_____ COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Max Dvorak, the _____ of KMD Development LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXHIBIT A

Property



EXHIBIT A

Legal Description:

Tax Parcel Nos.: 206-1079-20000

206-1079-30000

206-2745-07700

EXHIBIT B

Developer Improvements

I. PUBLIC IMPROVEMENTS

All Public Improvements shall be: (a) installed at the Developer's sole expense, and (b) dedicated to the public. In order to be dedicated to the public, all Public Improvements shall: (y) meet all of the City's requirements and specifications for such Public Improvements, respectively, and (z) be acceptable to the City Engineer.

a. Streets

Developer shall grade and surface streets within the Property for the Project, street design shall be reviewed by the City Engineer.

b. Storm Water Management/Ponds

Developer shall construct a storm sewer system to provide adequate storm and surface water drainage throughout the Property in compliance with all applicable laws, regulations and ordinances, including, without limitation, all regulations of the Wisconsin Department of Natural Resources ("WDNR") related to the installation and maintenance of storm sewer systems and Chapter 14, Subchapter IV (Stormwater Management) of the City's General Code of Ordinances. All detention ponds shall include a pipe to meter out the excess water into the City's storm sewer system. Developer shall grade and improve all lots in conformance with the master grading plan for the Property and restore all disturbed areas with topsoil and seed to establish dense vegetation. Developer shall seed the detention ponds with a prairie mix and establish the prairie per City specifications. Upon completion of the installation of the storm and surface water drainage system(s) in compliance with the requirements set forth herein, ownership and control of such system(s) shall be conveyed to the City without any restrictions or liens on such portion of the Property to be conveyed to the City and Developer shall grant to the City an access easement in form and substance acceptable to the City on a portion of the Property for access to the system(s).

c. Water Utility

The Developer shall furnish and install a complete water distribution system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for water distribution systems and the City's standards and specifications for water mains. The water system(s) shall be adequately sized to provide minimum fire flows at all hydrants. The City will not accept the water distribution system(s) until it has been pressure tested and is bacteriologically safe as determined by the City Engineer. Upon completion of the installation of the water distribution system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

d. Sanitary Sewer Utility

The Developer shall furnish and install a complete sanitary sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for sanitary sewer systems and the City's standards and specifications for such systems. The sanitary sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the sanitary sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

e. Storm Water Utility

The Developer shall furnish and install a complete storm sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for storm sewer systems and the City's standards and specifications for such systems. The storm sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the storm sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

f. Street Signs

Developer may request the City to purchase and install the necessary traffic control signs and street name signs, and the Developer shall reimburse the City for all costs and expenses incurred related to the purchase and installation of such signs. Developer shall be solely responsible for the maintenance of all signs on the Property.

II. OTHER IMPROVEMENTS

a. Landscaping

All landscaping plans for the Property and the Project shall comply with all applicable laws, regulations and ordinances, including, without limitation, Chapter 17, Subchapter IV (Landscaping) of the City's General Code of Ordinances. Developer shall make every attempt to preserve existing trees outside of the public right-of-way whenever practical when installing the Developer Improvements. Developer shall remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

b. Erosion Control

Developer shall furnish and install a complete system of erosion control devices or measures in specified areas of the subdivision in compliance with all applicable laws, regulations and ordinances, including, without limitation, Chapter 14, Subchapter II (Construction Site Erosion Control Code) of the City's General Code of Ordinances. All erosion control devices and measures must be approved by the City Engineer before they are deemed to be complete under this

Agreement. The Developer shall install silt fencing in conformance with the Final Plans prior to grading and construction. The Developer shall maintain such fences until such time as turf cover is established in the subdivision. All disturbed areas shall be restored with topsoil, seeded and mulched.

EXHIBIT C

City Improvements

Design work shall begin on the City Improvements within 30 days of the commencement of construction and the City's receipt of the Required Information pursuant to Section 1.1 of this Agreement. The following are the completion timeframes for the noted projects.

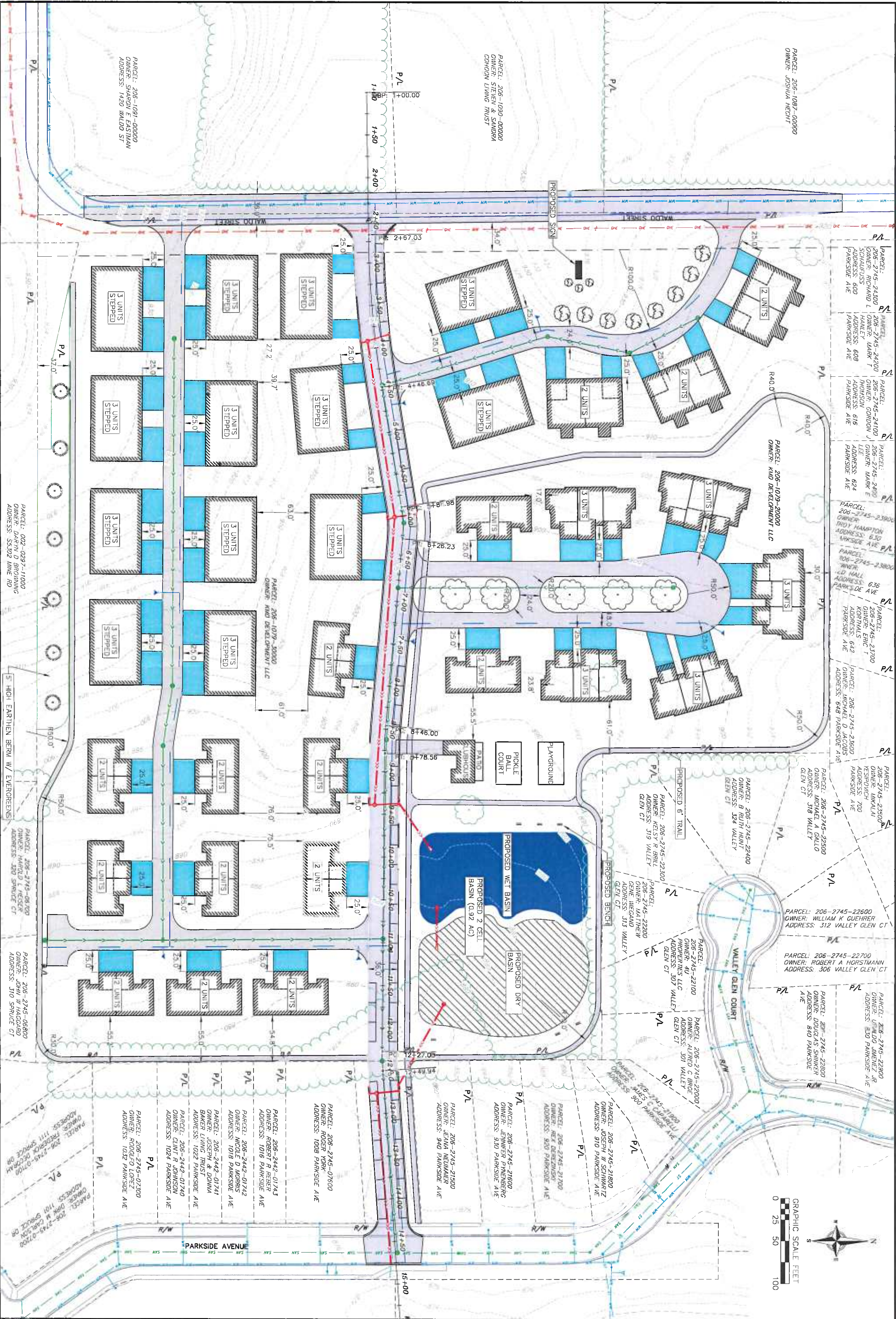
Provided Developer timely performs under this Agreement, the City anticipates that the City will complete the City Improvements in accordance with the following schedule:

- On or before December 31, 2024, the City will improve Waldo Street to the City's standard specifications for a typical city street, including, without limitation, standards regarding the street width, curb and gutter, and other related specifications.
- On or before December 31, 2024, the City shall design, furnish and install a pedestrian crossing on Parkside Avenue located at the intersection of the subdivision's anticipated private street and Parkside Avenue for pedestrians and members of the public to access Pierce Park.

EXHIBIT D

Members of Developer

[DEVELOPER TO PROVIDE]



CITY OF BARABOO	TITLE: PURCHASING POLICY	
TARGET AUDIENCE: City Departments; City Employees; Utilities and other component units funded by City taxpayers or ratepayers, either in whole or in part; Community Development Authority; Vendors	POLICY SOURCE: Finance Department	PAGE NUMBERS: 16
DATE APPROVED BY COUNCIL: March 22, 2017	DATE AMENDED BY COUNCIL: April 9, 2019 <u>XXXX XX, 2022</u>	ATTORNEY REVIEW: February 19, 2019

SECTION 1 POLICY OBJECTIVES

- 1.1 Objectives. The objectives of the City's Purchasing Policy are:
1. To ensure that materials, equipment and services are purchased at the lowest prices consistent with quality and performance,
 2. To provide adequate controls over City expenditures and financial commitments with proper documentation,
 3. To obtain quality goods required by City departments and to ensure that these goods are at the place needed at the time needed, and;
 4. To provide a standardized system of purchasing for use by all City departments.

SECTION II COMPETITIVE BIDDING

- 2.1 Policy. It is the policy of the City of Baraboo to procure needed materials, equipment and services at the lowest cost consistent with quality and performance. Therefore, City purchases will be made only after price quotations have been obtained or attempted to have been obtained from different suppliers through either formal or informal means, if required pursuant to this Policy.
- 2.2 Obtaining Bids. Unless required by State Statute, it shall be the Department Heads discretion on the method of obtaining bids and proposals. Options include Request for Proposal (RFP), Request for Quailifications (RFQ) or Request for Information (RFI)~~invitations~~ to bid ~~and proposals~~ by US mail, e-mail, and publication in the official newspaper, telephone contacts or verbal requests. Purchases shall attempt to obtain bids or proposals from at least three (3) vendors to ensure that comparison pricing is demonstrated.
- 2.3 Exceptions. The only exceptions to this Policy are:
1. Sole-source purchases (i.e., when only one known supplier is available): includes diagnostic vehicle repairs and warranty work that needs to be done by service providers equipped and trained for repairs on the make and model of equipment being repaired.
 2. Emergency purchases and repairs covered by insurance proceeds.
 3. Items purchased by State contract.
 4. Purchases paid with grant funds which require specifiede purchasinge procedures;
 5. Professional services where the City Administrator has waived bidding requirements.
 6. Other justifications as identified by a Department Head and approved by the City Administrator.
 7. For purchases below \$5,000 \$1,000, the bidding/proposal process is waived although the purchaser

is expected to compare prices for routine purchases and supplies. The intent is to look for quality and price over convenience, wherever practical.

- 2.4 **Prohibited Conduct.** The intentional staggering of purchases as well as dividing purchases and/or contracts to consciously evade this policy is strictly prohibited.
- 2.5 **Competitive Bidding Process.** To assist Department Heads in the bidding process, templates are available from the City Attorney and Finance Director for soliciting bids. Templates are also available for RFIs, RFPs and RFQs:
- *Request for Bid (RFB)*: Commonly used when deliverables are commodities for which there are clear specifications and when price will be the primary determining factor.
 - *Request for Information (RFI)*: Commonly used to develop lists of qualified sellers and gain more input for resource availability.
 - *Request for Proposal (RFP)*: Commonly used when deliverables are not well-defined or when other selection criteria will be used in addition to price.
 - *Request for Quotation (RFQ)*: Commonly used when deliverables are commodities for which there are clear specifications and when price will be the primary determining factor. Unlike an RFB, this solicited price quote is used for comparison purposes and is not a formal bid for work.
- 2.5.1 **Tie Bids.** If two or more bids are in the same amount or unit price, quality, service and other factors deemed relevant being equal, the contract shall be awarded to a bidder whose principal place of business is located within the City limits, if any. If there is not a City of Baraboo bidder, the Department Head should award the contract to one of the tie bidders by cutting a deck of playing cards, with the highest card being awarded the bid.
- 2.5.2 **Rejection of Bids.** Department Heads have the authority to reject bids or parts of bids, or all bids, where the public interest will be served. In all cases, the Department Head has the authority to re-advertise and re-bid any proposed purchase or to reject all bids and to negotiate a purchase directly with any supplier if this procedure is deemed most advantageous to the City.
- 2.5.3 **Bidders in Default to the City.** A Department Head should not accept the bid of any supplier who is in default or delinquent in the payment of taxes, licenses, forfeitures, or any other moneys whatsoever due the City.
- 2.5.4 **Selecting Bid.** In addition to price, Department Heads may consider the following factors in selecting the acceptable bid:
1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 4. The quality of performance of previous contracts or services by the bidder.
 5. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service.
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the

contract.

9. The number and scope of conditions attached to the bid.

SECTION III CENTRAL PURCHASING

- 3.1 Policy. Many of the items purchased by the City are commonly used by all or several departments. By consolidating the needs of all departments, the City can take advantage of price discounts for large quantity orders of these items. Annual orders are encouraged. Department Heads and all purchasers are strongly encouraged to work together to coordinate purchases of common items between departments.

SECTION IV PURCHASE RELATED CHARGES AND ALLOWANCES

- 4.1 Shipping and Freight. It is the policy of the City to avoid paying shipping charges whenever possible. If the City is to pay shipping charges, it must be billed at the time of invoicing. Purchasers, when obtaining price quotations, should inquire into applicable freight charges. Any charges to be paid by the City will be regarded as part of the price quotation when selecting the successful bidder and noted on the purchase requisition. Unless otherwise stated in the RFP/RFQ, all formal bids and proposals shall include freight and delivery charges, if any.
- 4.2 Sales Tax Exemption. The City is exempt from paying city, county and state sales tax. Purchasers have the responsibility to inform vendors of tax exempt status. Tax exempt forms are available in the City Finance Director's office. Invoices received by the City that include sales tax will be amended by reducing the amount of sales tax prior to payment.
- 4.3 Vendor Discounts. It is the policy of the City to take advantage of all available vendor discounts. The following considerations should be kept in mind:
 1. Cash discounts are offered for prompt payment, usually within ten days of the date of the invoice. Department Heads can aid the City by ensuring that their copy of the purchase order is signed and forwarding invoices promptly to the Finance Director's office ~~promptly for inclusion in accounts payable batches. The Finance Director will notate, "Redeemed Prior to Council" for items released prior to Council.~~ Department Heads shall enter invoices into the Accounts Payable module as they are received. Payments will be issued as soon as they are due to ensure discounts are captured.
 2. Trade discounts are sometimes offered to municipalities for the purpose of attracting business. In most cases, the City will not be offered a trade discount unless the purchaser asks if one is available. Therefore, it is essential that Purchasers ask if trade discounts are available when obtaining price quotations.
 3. The Accounts Payable vendor file will be maintained with individual terms, as a result, the software system can maneuver the invoice to the proper payment due date and automatically ensures discounts are taken.
 4. Payments will be created, grouped and sorted within the system based upon the fund and due date.

SECTION V COOPERATIVE PURCHASING

- 5.1 Policy. Cooperative purchasing between the City and the State of Wisconsin or between the City and other local governments can result in significant savings on the purchase price of many items. The Finance Director shall have the authority to analyze the desirability of cooperative purchasing arrangements and to make recommendations to the City Administrator. The City Council encourages cooperative purchasing but maintains the right to reject any or all such agreements. It is the policy of the City to enter into cooperative purchasing agreements when:
1. Substantial savings will result;
 2. Quality, availability, or service will not be sacrificed;
 3. The City will be separately billed for its purchases;
 4. Ordered items will be delivered directly to the City (unless otherwise agreed to).

SECTION VI CHARGE CARDS

- 6.1 Policy. During the course of everyday business, situations arise that call for the use of a charge card. Some examples of these situations might be making flight reservations, booking a hotel in connection with a conference, purchasing government publications on-line, etc. A charge card is not meant to interfere with any of the other policies and/or procedures currently in place in terms of purchasing needed items and/or services for the City. Its use is meant to enhance or augment the City's ability to make purchases in the most efficient manner possible. Purchase orders and competitive pricing practices are still required for items purchased on a charge card if above ~~\$1,000~~ \$5,000 dollars.
- 6.2 Use of Card. The charge card shall be used where necessary purchases: (1) cannot be billed or invoiced to the City and (2) can only be made by a charge card by policy of the vendor. For example: on-line booking of air travel or seminar registration. ~~It is suggested to routinely ask if the company would bill the City as this would be the preferred method of payment.~~
- 6.2.1 Examples of when the charge card **MAY** be used:
1. Lodging (*registering in advance and paying upon departure*).
 2. Some transportation: Flights, car rentals, trains, inter-city buses (*see below for exceptions when card cannot be used in this category*).
 3. Registration fees for conferences and seminars.
 4. Costs associated with business-related training.
 5. Online purchases for items such as government or business-related literature.
 6. Meal costs (*including the standard 15% tip*) as follows:
 - a. Costs must follow the standards established in the City's Travel Guidelines/ Expense Reimbursement Policy.
 - b. Group meetings where the City is paying (must receive prior approval of the City Administrator whose approval means that it is appropriate for the City to pay the expense).
 - c. The City will allow tips up to 15% of the bill to be applied to the charge card. If a tip is made that is in excess of 15%, the overage should be left by the employee in cash and will not be recoverable from the City as a valid expense.

- d. Employees do not need to obtain tax exemption for individual meals or groups up to three (3) people. Groups over three should try to obtain the tax exempt status. (See Tax Exemption section of this policy below.)

6.2.2 Examples of when the charge card **MAY NOT** be used:

- 1. Taxi fares, intra-city bus lines.
- 2. Tips, except when it is part of an approved meal cost.
- 3. Personal purchases of any kind.
- 4. Cash advances.

6.3 Employee Access to Credit Card. Department Heads are responsible for determining the individual(s) in their organization who will have a charge card. **Employees may not make purchases without the prior knowledge of the Department Head.** Approved employees will be required to sign an agreement that:

- 1. Acknowledges that they understand the purpose of the use of credit cards,
- 2. Certifies that they have read and understand the City's Purchasing Policy,
- 3. Confirms that improper use of the card may result in disciplinary action up to and including termination of employment; and
- 4. Guarantees return of the card to the Department Head for reasons such as, but not limited to:
 - a. Change in duties,
 - b. Retirement,
 - c. Termination of employment,
 - d. Improper use, or
 - e. Any other sound reason determined by the Department Head or City Administrator.

6.4 Tax Exemption. Purchases made on credit cards are still eligible for tax exemption. The City, as a government office, is exempt from paying tax on purchases. Those who will be issued cards will be given the tax exemption number. Certificates are available by contacting the Finance Department. The Purchaser is responsible to provide the vendor proof of the City's tax exempt status at the time the charge is incurred.

6.5 Automatic Payroll Deduction. If a meal (plus tip) purchase exceeds that which is allowed by the City's Travel Guidelines/Expense Reimbursement Policy, located in the Employee Handbook⁷⁷,—or if an unauthorized charge occurs, or if a good faith attempt to receive a tax exemption is not made, the employee must immediately reimburse the difference between what is allowed and the dollar amount being charged to the Finance Department. If the employee does not submit the difference to the Finance Department, that lack of action acts as the employee's permission for an automatic payroll deduction for the unauthorized charges or the amount in excess of what is allowed to be taken from the employees next payroll check.

6.6 Documentation. As with any purchases made for the City, paperwork is required. To ensure that our Finance Department can make payment of the charge card debt in a timely manner, it will be necessary for the following rules to be followed:

- 1. Employees who use a City charge card shall, as soon as possible after making a purchase, submit supporting documentation to the Department Head. Supporting documentation may include:
 - a. The vendor's detailed sales receipt;
 - b. Itineraries;
 - c. Rental agreements;
 - d. Completed registration flyers,

- e. Renewal notification letters,
 - f. Order confirmations.
2. Documentation must include the name of the vendor providing the goods or services, the date (and time for meal reimbursements), the employee(s) involved, the goods and services received, the amount, and the business purpose.
 3. All sales documentation needs to be clearly marked as a charge card purchase with the department/card number indicated and the name of the employee who made the purchase.
 4. Department Heads will approve the purchase that was made by placing an account code and signing the submitted documentation as they would with any other request for payment. Include the purchase order number on the invoice.
 5. Department Heads or designee must enter the documentation information into the City's financial software.
 7. The charge card statement will be mailed directly to the Finance Department. All sales slips should be in the Accounts Payable Department by the time the statement gets here arrives. Accounts Payable will match up the slips- receipts to the statement. Statements will only be distributed when information is missing. We are required by the charge card vendor to make an electronic payment within 14 days of the statement date so we do not have time to search for information. Consider having the department heads receive a separate bill and be responsible for the matching of receipt documentation to the bills. They can have their assistant tackle this chore for them. ????
 8. Charge card purchases will have to be paid before Council can approve them. We will include the vouchers in the Council batch following the end of the month when we process our batch of all electronic payments made for the month. Based on the vendor's statement date of the 25th, it will miss the cycle at the end of the current month and would have to wait another month. These vouchers would then be 7 to 11 days past the purchase date by the time the Council sees them. When we change to the system managing the billing cycle and the department heads coding, this should not be a point of contention.
 9. Upon leaving employment, or when an employee no longer needs to have the charge card, the Department Head will be responsible for retrieving it. The Finance Director or his/her designee will maintain a list of employees to whom cards have been issued. Department Heads therefore must inform the Finance office when it is necessary to either reassign a card or to remove the employee's name from the list of those who are holding a City charge card. Do we have exit interviews?
- 6.7. Loss of Privilege. If an employee exhibits non-compliance with these procedures, discipline for non-compliance may occur, up to an including ~~the loss of privilege to use the charge card or~~ termination. ~~A Department Head has the right to establish additional restrictions on City charge card use within his/her respective department~~
- 6.8 Sharing Charge Cards. ~~The shared use of an individual's credit card is prohibited. Under no circumstances should you share your credit card with others inside or outside of the organization.~~

SECTION VII

DATA TRACKER~~FLEET~~ FUEL CHARGE CARDS

- 7.1. Department Use of Card. All fuel for City owned vehicles and equipment will be purchased using a Kwik Trip Data Tracker fleet charge card. ~~The following department's vehicles have been issued a fleet card for each City-owned vehicle or equipment:~~
- | | |
|-----------------------|----------------------------|
| ○ — Fire Department | ○ — Engineering Department |
| ○ — Police Department | ○ — Building Inspector |

○ ~~Administration~~

○ ~~Sewer Department~~

○ ~~Water Department~~

~~The following departments have employees that have been selected to receive fleet charge cards in their name on behalf of the City:~~

○ ~~Department of Public Works~~

○ ~~Parks Department~~

- 7.2 Department Head Responsibilities. The respective Department Head will be responsible for reporting and managing authorized users and vehicles for their department to the Finance Director.
- 7.3. Employee's Use of ~~Data Tracker~~Fleet Charge Card. The Department Heads are responsible for determining the individual(s) in their organization who will have a ~~fleet~~ charge card. All users will be issued a ~~Personal Driver~~ Pin # and will be required to enter the pin at the pump (or at the cashier) to authorize the fuel purchase. All purchases can and will be tracked by the department, vehicle and ~~user~~driver. ~~The Department Head has the right to establish additional restrictions on City fleet charge card use within his/her respective department.~~ Those individuals will be required to sign an agreement that:
1. Acknowledges that they understand the purpose of the program.
 2. Certifies that they have read and understand this ~~Data Tracker~~Fleet Charge Card Policy Section of the City's Purchasing Policy.
 3. Confirms that improper use of the card may result in disciplinary action up to and including termination of employment; and
 4. Guarantees return of the card to the Finance Director for reasons such as, but not limited to:
 - a. Change in duties,
 - b. Retirement,
 - c. Termination of employment,
 - d. Improper use, or
 - e. Any other sound reason determined by the Department Head or City Administrator.
- 7.4 Automatic Payroll Deduction. If an unauthorized charge occurs, the employee must immediately reimburse the dollar amount being charged to the Finance Department. If the employee does not submit payment to the Finance Department, that lack of action acts as the employee's permission for an automatic payroll deduction for the unauthorized charges or the amount in excess of what is allowed to be taken from the employees next payroll check.
- 7.5 Documentation - As with any purchases made for the city, paperwork is required. To ensure that our Finance Department can make payment of the charge card debt in a timely manner, it will be necessary for the following rules to be followed:
1. Employees who use a City ~~Data Tracker~~fleet charge card shall, as soon as possible after making a purchase, submit supporting documentation to the Department Head. Supporting documentation may include:
 - a. The vendor's detailed sales receipt.
 - b. Documentation must include the name of the vendor providing the goods, the employee(s) involved, vehicle or equipment the fuel is for, the amount, and the date.
 2. All sales documentation needs to be clearly marked as a charge card purchase with the department/card number indicated and the name of the employee who made the purchase.
 3. Department Heads will receive the ~~fleet~~Data Tracker card statement at the end of each billing cycle, and approve the purchases made by writing the proper account code and signing the statement or

- using and excel spreadsheet download. The Department Head will be required to attach the supporting documentation to each statement.
4. Department Heads or designee must enter the documentation information into the City's financial software.
 4. Department Heads or designee will promptly place the approved charges in the Accounts Payable basket in the Finance Department.
 5. Upon leaving employment or there is no longer a need for an individual to have a ~~fData Tracker~~ fleet charge card, the Department Head will be responsible for retrieving the card. The Finance Director or designee will maintain a list of employees to whom cards have been issued. Department Heads therefore must inform the Finance Department when it is necessary to either reassign a card or to remove the employee's name from the list of those who are holding a fleet charge card. Do we have an exit interview process?
- 7.6 Loss of Privilege. If an employee exhibits non-compliance with these procedures, discipline for non-compliance may occur, up to and including ~~the loss of privilege to use the charge card or~~ termination. ~~A Department Head has the right to establish additional restrictions on City charge card use within his/her respective department.~~

SECTION VIII

SALE OF SURPLUS PROPERTY

- 8.1. Tangible Property. City property is declared "surplus" when it is no longer necessary, practical or economical to be retained by the City. Department Heads are responsible for identifying surplus furniture, equipment, supplies, etc., in their departments. The City Administrator or designee is responsible for the sale or disposal of all surplus property. The City Administrator or designee shall determine the best method for sale or disposal of the surplus property. Such methods shall include internet postings on well-known sites such as eBay or Craigslist, public bid, public auction or private sale.
- 8.2. Police Unclaimed Property. In accordance with Wisconsin State Law, the Baraboo Police Department sells at public auction all lost, abandoned, unclaimed, forfeited or stolen property remaining in the possession of the Police Department for a period of six months without a lawful claimant, except that unclaimed bicycle may be auctioned after a three-month waiting period. The Police use the services of a public internet auction site.
- 8.3. Real Estate. Whenever City owned property is proposed for sale, there should be an internal review conducted by the City Administrator and Department Head to determine whether the City may need the parcel in the future and for what purpose. The City Administrator will then prepare a report for Plan Commission for review. The Plan Commission will consider the land sale request, along with the Administrator's Report on the property, and then prepare a recommendation based on zoning or land use of the property. The Plan Commission recommendation will then be submitted to the Finance Committee who shall consider whether an appraisal is necessary, how the property may be disposed of, and then forwards a recommendation on to the City Council for final action. The City Administrator is responsible for carrying out the Council's actions for disposition of the property. Property may be disposed of by public auction, sealed bids, or by a mutual sales agreement.

SECTION IX

PURCHASING PARAMETERS

- 9.1 Routine Budgeted Purchases. Routine budgeted purchases made by the City of Baraboo may be grouped under the following categories:
1. Purchases under \$5,000 \$1,000 are authorized by a Department Head without further authorization except that purchases shall meet the competitive bidding requirements, as outlined in this Policy, and the item is included in the current budget.
 2. Purchases from \$5,000 \$1,000 to \$10,000 dollars shall be approved prior to ordering by the Finance Director but only if the item or items were not approved during the budget cycle. after The Department Head complies with competitive bidding requirements, forwards a completed purchase order with copies of bids or quotes received to the Finance Director, and the item is included in the current budget. Quotes should be obtained during the budget process.
 3. Purchases from \$10,001 to \$50,000 does not need shall be approved al prior to ordering if it was approved during the budget process. by the City Administrator, but only after T the Department Head complies with competitive bidding requirements, forwards a completed purchase order with copies of bids or quotes received to the Finance Director., and the item is included in the current budget.
 4. Purchases over \$50,000 does not need to be shall be approved al prior to ordering by the City Finance/Personnel Committee, as long as it was approved during the budgeting process. but only after t the Department Head complies with competitive bidding requirements, forwards a completed purchase order with copies of bids or quotes received to the City Finance Director, and the item is included in the current budget.
- 9.2. Construction and Public Works Contracts. Construction and public works contracts must be advertised and bid according to state law.
- 9.3 Department Head Responsibilities. Except for labor, Department Heads shall request transfers of budgeted funds in the General Fund within each function code as part of their purchase order requisition in the "Notes" section. Department Heads are required to monitor total spending for each of their function budgets and not exceed the total budgeted amount for each function. The total budget for each function will be considered the spending parameter for legal notice purposes. These transfers are approved or denied as part of the purchase order processing according to the thresholds set in this policy for the Finance Director and/or the City Administrator. Only when a department exceeds their total budget function parameter will the need arise for a budget amendment. The request will then go to Finance Committee and Council for approval prior to the purchase.
- 9.4 Unbudgeted or Under-Budgeted Purchases that surpass the departmental function parameter. The Common Council, by way of a recommendation from the City's Finance/Personnel Committee, must approve all non-budgeted purchases prior to purchasing. The Department Head must still comply with competitive bidding requirements and forward a completed purchase order with copies of bids or quotes received to the City Finance Director.
- 9.5 Purchase Orders.
1. A Purchase Order is required for items above \$5,000 before a purchase is made to obtain goods that surpass the departmental function parameter and services for the following:
 - a. Operating supplies
 - b. Office supplies
 - c. Clothing acquisitions
 - d. Small tools and minor equipment
 - e. Maintenance and repair supplies
 - f. Equipment Rentals (requests shall state approximate hours and rental cost per hour)

- g. Printing
- h. Office furniture or equipment
- i. Capital Outlay Items
- j. Services not covered by a contract

11.2 ~~2.~~ A Purchase Order is not required for the following purchases:

- a. Professional contracted service such as legal, architectural, engineering, auditing, maintenance contracts and janitorial contracts, if the contract has been approved by the Council.
- b. Utility expenditures such as electricity, natural gas, cable TV and telephone service.
- c. Payroll and related expenses such as employee hospitalization, insurance payments, pension payments and mandatory state and federal employee withholding.
- d. Routine expenditures such as insurance premiums, and bond payments that have received prior Council approval and authorization.
- e. Reimbursement to citizens for a canceled recreation program.
- f. Employee reimbursement for miscellaneous out-of-pocket expenses.

11.2 ~~9.6~~ Purchasing Procedure. The following is the standard procedure to be used for all purchasing categories after proper authorization is secured. Also see Appendix C – General Purchasing Workflow for Departments.

1. The Department Head or designee shall follow procedures listed in this policy and the Baraboo Municipal Code for all purchases.
2. The Department Head or designee will complete a requisition using the Purchase Order module associated with the City's accounting software.
3. Request must include required competitive bidding obtained, including quotes or bids received, and budget amendments or transfer requests to ensure that the purchase will not exceed the approved budget.
4. The Finance Director will return a response to the Department of purchase who shall include the PO number on the invoice and packing slip.
5. When the material or service has been received and accepted, the Department Head will write the PO on applicable invoices and packing slips to the Finance department for processing. Invoices shall indicate approval for payment by the Department Head whose budget accounts will be affected by the payment. If partial shipments are received, the Department will submit applicable invoices marked in the same manner previously described to the Finance Department to make timely payments.
6. The Finance Department will review the invoices awaiting payment for accuracy, discounts available, erroneous sales tax charges and may make changes if errors are found.
7. All financial obligations, after administrative review, shall be submitted to the Council for approval at the regular meetings of the Council. The City Administrator is authorized to deviate from this point when it is in the best interests of the City to take advantage of discounts offered by suppliers or contractors, which if not pursued, would result in additional costs to the municipality. Said payments shall be listed for Council approval also, but the checks may be released early if the in the best interest of the City.

SECTION X

PROCEDURES FOR CONTRACTED SERVICES AND OTHER CONTRACTED PURCHASES

10.1 Contracts Defined. For purposes of this policy, "contracts" are defined as any document:

1. Requiring signature of statutory officers of the City.
2. Expressly waiving liability of the vendor.
3. Expressing a scope of service to be performed by the vendor.
4. Placing conditions (other than payment) upon the City.
5. Contracts also include lease agreements and memorandum of understandings (MOU's).

10.2 Competitive Bidding. Department Heads must follow all competitive bidding requirements for procuring contracted services or purchases. However, a purchase order is not needed in these instances.

10.3 Signatories. The signatories for the City are the City Clerk, Mayor and the City Administrator, each of whom are authorized to execute the contracts without additional Council action; two of the three persons must sign each contract. Department Heads do not have legal standing to enter into contracts on behalf of the City unless expressly authorized to do so by the City Council.

The City Administrator shall have authority to sign contracts to purchase vehicles or equipment without an additional signatory provided they are included in the annual budget and meet the guidelines of the purchasing policy.

10.4 Contract Review. All contracts must be reviewed by the City Attorney as to form prior to the execution of the contract. Department Heads should submit contracts to the City Attorney as soon as possible for timely review – ideally at least one business week prior to the execution date. All questions about whether a document is a contract should be directed to the City Attorney prior to execution of the document.

SECTION XI

EMERGENCY PURCHASES

11.1 Policy. Emergency purchasing procedures should only be used when normal purchasing channels are not feasible. Emergency purchases may be made:

1. When there is a need for immediate delivery of items.
2. To prevent delays in work or construction schedules.
3. When there is an immediate threat to employees, public health or safety, or
4. To meet emergencies rising from unforeseen causes.
5. When there is an emergency declaration.

11.2 Emergency Purchases over \$1,000 \$5,000. For emergency purchases over \$1,000 \$5,000, the Department Head shall take the following steps:

1. Notify the City Administrator of the emergency and receive a waiver of the provisions of the purchasing policy.
2. Complete a purchase requisition after the fact and document emergency status in the “Notes” section.

SECTION XII

GRANTS AS A REVENUE SOURCE

12.1 Policy. A Prior resolution approval from the Finance/Personnel Committee and Council is required when the grant requires a city matching contribution. Approval must be granted prior to the

submission of the grant application and preferably during the budget process. The City matching contributions are defined to include any monetary contribution, change in service or staffing.

SECTION XIII **DONATION POLICY**

- 13.1 Policy. The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the City and to ensure compliance with applicable laws and accounting procedures. This policy supersedes other departmental policies regarding these issues. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts and fundraising activities during the performance of City business.
- 13.2 Types of Donations. Donations may be offered in the form of cash, real or personal property. Designated donations are those donations that the donor specifies for a City department, location, or purpose. Undesignated donations are those donations that are given to the City for an unspecified use. Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City of Baraboo.
- 13.3 Acceptance of Donations. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance.
1. Offers of donations of cash or items valued at \$5,000 or below shall be considered for acceptance the Department Head.
 2. Offers of donations of cash or items valued more than \$5,000 and up to \$50,000 shall be considered for acceptance the City Administrator. All donations over \$10,000 shall be reported to the City Council as informational.
 3. Offers of donations of cash or items valued more than \$50,000 shall be considered for acceptance by the City Council. Conations valued at more than \$50,000 require acceptance through a written agreement consistent with these guidelines and approved by the City Council.
- 13.4 Acceptance of Designated Donations. Prior to acceptance of designated donations, appropriate City staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:
1. Consideration of an immediate or initial expenditure required in order to accept the donation;
 2. The potential and extent of the City's obligation to maintain, match, or supplement the donation; and
 3. The need for the property, including where and what type of property it is.
- 13.5 Fundraising. Solicitation of voluntary contributions shall not violate the Code of Ethics for local officials under Wisconsin Statutes and City of Baraboo Code of Ordinances. In addition, no solicitation shall state or imply that a donation will influence or affect how the party is treated by City officer and employees.
1. All fundraising and solicitation efforts shall be consistent with the missions, goals, and

- mandates of the City. Solicitation for business, commercial, or personal reasons by City employees not directly related to City operations is prohibited. All donated funds or property become public property upon acceptance and shall be used or expended for public purposes.
2. All significant fundraising and solicitation efforts, as reasonably defined by the City Administrator, which support City programs and projects shall be authorized by the City Council after prior review and recommendation by the appropriate oversight Committee, Commission or Board. Council authorization may include continuing authorization or authorization for a one-time only project.
- 13.6 Accounting. Following donation acceptance, the Department shall obtain written approval of Finance Director or delegate regarding procedures to account for the donation. Said approval shall include proper accounting protocols for fundraising revenues and expenditures to be coordinated through the office of the Finance Director. No Department shall be allowed to maintain a checking or savings account for fundraising activities ~~that is~~ separate from the City accounting system. The Finance Director shall also be responsible for ensuring donated property is properly insured upon acceptance of said property.
- 13.7 Status of Donated Property. All donated property given to the City of Baraboo becomes the property of the City to oversee, maintain, and manage and may be used in the complete discretion of the City, unless the parameters of the donation specifically require otherwise. The City will decide when changes shall be made to any facility or materials, with no guarantee of donated items being retained. If personal property becomes obsolete, the City will attempt, if possible, to find another use for the property. The city is not required to maintain the property beyond its useful life. The city does not guarantee future funding for repair, maintenance, use or replacement of donated items.
- 13.8 Library Donations. All donations to the library are governed by its Gift Policy adopted November 19, 2013, and as amended and preferably be collected by the "Friends of the Library".

SECTION XIV MISCELLANEOUS CONSIDERATIONS

- 14.1 Encumbrances and Financial Recordkeeping. Encumbrances are commitments related to purchase orders or contracts that have been issued, but for which no goods or services have yet been received. Encumbrances are recorded as they occur for budgetary control purposes.
- The issuance of a purchase order or the signing of a contract creates an encumbrance of the amount required to be paid during the current year. This amount is no longer available for obligation or expenditure, unless the purchase order or contract is canceled. Encumbrance records shall be maintained by the City Finance Director.
- 14.2 Non-Budgeted Items. Purchases that have not been provided for in the current budget will require Council approval through budget transfers or amendments. The Department Head shall notify the City Finance Director and provide written documentation regarding the expenditure. This information will be provided to the Finance Committee for a recommendation to Council concerning purchase approval and necessary budgetary transfers or amendments.

- 14.3 Insurance Claim and Settlement Proceeds. Purchases resulting from an accident or loss covered by the City's insurance policy or legal settlement will be treated as non-budgeted items. Although money will be received from the claim or settlement, this is deposited into an "Insurance Proceeds" revenue account within the special fund. Purchases will be expended from the appropriate capital outlay or maintenance account, hence necessitating a budget amendment if the purchase causes the department to exceed their total budget function parameter.
- 14.4 Property Room Surplus. Police Department property room surplus items shall be disposed of at the discretion of the Police Chief or designee and pursuant to State Statute. Any proceeds from the sale of said items shall be entered into the Police Property Surplus budget.
- 14.5 Local Merchants. The ~~City~~city will give utmost consideration to local merchants taking price and service into account.
- 14.6 Conflict Of Interest. Employees of the municipality are regulated by §946.13, Wis. Stat., and §1.77, City Code, concerning conflicts of interest. The statutory amount that an employee can earn directly or indirectly per 12-month period from the ~~City~~city for doing contracted work for the ~~City~~city is \$15,000.00. For lesser amounts, it shall be unethical for any City employee to participate directly or indirectly in a purchase or contract when the City employee or any member of the employee's immediate family has a financial interest pertaining to the contract or purchase unless the contract has been competitively bid or the service is highly specialized and only one supplier is available, and the employee has followed the procedure set forth in §1.77, City Code,.
- 14.7 New Vendors. New vendors must be approved and created by the Finance Department prior to the purchase being initiated to satisfy internal control procedures. The Purchase Order Software will not complete the requisition process until the vendor has been created. To facilitate a new vendor approval, complete the New Vendor Request Form and submit it to the Finance Department.

Utilizing miViewPoint

miViewPoint

Home | Administration | General Ledger | Accounts Payable | Vendor/Invoice Lookup | Invoice Workflow | Invoice Input | PO Lookup | PO Workflow | PO Receipt

PO Receipt

Here is where you attach back up.

PO Number automatically generated

If you are using a single vendor for multiple purchases, use blanket PO

This amount must agree with the Extended Price below.

This should populate when you select a vendor.

Vendor Name: Select a vendor
PO Number: 0010
PO Type: Regular
Blanket PO: Select a blanket PO number
Total Amount: .36
Department: Select a department

Search To Address: Select an address
PO Date: 01/05/2019
Invoice Date: 01/05/2019
Shipping: Select a shipping location
Default GL Period: 01/01/2019 - 12/31/2019
Notes: Enter any notes
☐ Show Notes on PO Item

Description	GL Account	Quantity	Unit Price	Extended P.	GL Ref.	Notes	Shipping	PO	Budget
1		1.00	\$1.00	\$1.36					36.00

Input the purchase description here.

Make sure the Extended Price agrees with the total above

The Extended Price should not exceed budget. If it does, a budget amendment is needed.

PURCHASING WORKFLOW FOR CITY DEPARTMENTS

City departments may use this as a general guide for purchases, but this is intended to be a summary only and does not supersede the material contained in the Purchasing Policy.

PURCHASE UNDER \$1,000

1. Department verifies purchase is within department function total budget or obtains approval from Council via Finance/Personnel Committee.
2. Department should competitively bid, but not required.
3. Department determines if purchase will require a contract.

If YES:

- a. Submit vendor's contract to City **Attorney** for review or contact City **Attorney** for contract drafting.
- b. Contract is signed by City Clerk, City Administrator or Mayor (2 of 3) AFTER the vendor has signed.
- c. Original copy of contract goes to City Clerk for filing in the Vault.

If NO:

- a. Department places order.
- b. Invoice must be entered into *MiViewPoint* and original placed in basket in Finance Dept.

PURCHASE BETWEEN \$1,000 - \$10,000

1. Department verifies purchase is within budget or obtains approval from Council via Finance/Personnel Committee.
2. Department competitively bids for the purchase pursuant to Purchasing Policy.
3. Department completes purchase order requisition and submits copies of bids/quotes to Finance Department (*done in MiViewPoint*).
4. Finance Director approves purchase order requisition.
4. Department determines if purchase will require a contract.

If YES:

- a. Submit vendor's contract to City **Attorney** for review or contact City **Attorney** for contract drafting.
- b. Contract is signed by City Clerk, City Administrator or Mayor (2 of 3) AFTER the vendor has signed.
- c. Original copy of contract goes to City Clerk for filing in the Vault.

If NO:

- a. Department places order.
- b. Invoice must be entered into *MiViewPoint* and original placed in basket in Finance Dept.

PURCHASE BETWEEN \$10,001 - \$50,000

1. Department verifies purchase is within department function total budget or obtains approval from Council via Finance/Personnel Committee.
2. Department competitively bids for the purchase pursuant to Purchasing Policy.
3. Department completes purchase order requisition and submits copies of bids/quotes to Finance Department (*done in MiViewPoint*).
4. Finance Director approves purchase order requisition.

5. City Administrator approves purchase order requisition.
- 6.. Department determines if purchase will require a contract.

If YES:

- a. Submit vendor's contract to City **Attorney** for review or contact City **Attorney** for contract drafting.
- b. Contract is signed by City Clerk, City Administrator or Mayor (2 of 3) AFTER the vendor has signed.
- c. ~~Original~~The original copy of contract goes to City Clerk for filing in the Vault.

If NO:

- a. Department places order.
- b. When Department receives bill/invoice, this must entered into *MiViewPoint*

PURCHASE \$50,001+

1. Department verifies purchase is within budget or obtains approval from Council via Finance/Personnel Committee.
2. Department competitively bids for the purchase pursuant to Purchasing Policy.
3. Department completes purchase order requisition and submits copies of bids/quotes to Finance Department (*done in MiViewPoint*).
4. Finance Director approves purchase order requisition.
5. City Administrator approves purchase order requisition.
6. Purchase Order requisition requires approval from Common Council ONLY IF the item was not previously approved by Council.
7. Department determines if purchase will require a contract.

If YES:

- a. Submit vendor's contract to City Attorney for review or contact City Attorney for contract drafting.
- b. Contract is signed by City Clerk, City Administrator or Mayor (2 of 3) AFTER the vendor has signed.
- c. Original copy of contract goes to City Clerk for filing in the Vault.

If NO:

- a. Department places order.
- b. Invoice must be entered into *MiViewPoint* and original placed in basket in Finance Dept.